



State of Ohio Environmental Protection Agency

STREET ADDRESS:

Lazarus Government Center
50 W. Town St., Suite 700
Columbus, Ohio 43215

TELE: (614) 644-3020 FAX: (614) 644-3184
www.epa.state.oh.us

MAILING ADDRESS:

P.O. Box 1049
Columbus, OH 43216-1049

April 14, 2008

EPA Region 5 Records Ctr.



299982

Mark Durno
Chief, Emergency Response Section 1
U.S. EPA Region 5
25089 Center Ridge Road
Westlake, OH 44145-4170

Dear Mark:

Ohio EPA requests U.S. EPA's assistance in conducting a hazardous waste removal from a plating facility located in Cleveland, Ohio. DLH Plating, LLC. is the name of the Facility, and Ohio EPA's Wade Balser has been communicating with Jim Augustine of your staff regarding a possible time-critical removal. I understand Wade has already given your office a copy of the Time Critical Removal Action Referral Package with detailed operating and background information on the Facility.

Facility Summary:

DLH and its President David Lee Harper own and operate this business located in a predominantly urban area (though residential close by) at 2801 Grand Avenue, Cleveland, Cuyahoga County, Ohio 44104. Grand Avenue Realty Company is the property owner (we do not have much detail on the property owner). At the Facility, DLH plated steel with zinc and cadmium and is or has been in the past a large quantity generator of hazardous waste. The company filed for Chapter 11 bankruptcy protection in July of 2007 (bankruptcy records attached), and the City of Cleveland Fire Department recently ordered the company to cease operations.

While operating, DLH had up to seven plating lines and an on-site waste water treatment system for hexavalent chrome reduction, cyanide oxidation and metals flocculation. Wastes generated included F006 waste water treatment sludge and F007, F008, D003, D006 and D007 spent plating solutions and sludges. Based on recent inspections Ohio EPA determined security has ceased at the Facility, large volumes of waste remain on site in containers of poor and leaking condition, and much of the waste is exposed to rain and other weather elements aggravating the already degraded condition of containers and wastes. Ohio EPA has documented releases of wastes along the plating lines as well, and

Ted Strickland, Governor
Lee Fisher, Lieutenant Governor
Chris Korleski, Director

Mark Durno
Chief, Emergency Response Section 1
U.S. EPA Region 5
April 14, 2008
Page 2 of 2

the Northeast Ohio Regional Sewer District has documented high concentrations of cadmium, chromium, zinc, and cyanide in the combined public sewer downstream of the facility. Contaminated ground water from the Facility is seeping into the combined sewer system.

Conclusion:

There is a high potential for as well as actual exposure to humans and the environment as releases continue to occur from this Facility. Employees and neighborhood workers and residents may be exposed to hazardous wastes and hazardous waste constituents. The Facility is releasing hazardous wastes and chemicals into the storm sewer. Because the roof is leaking, plating baths and vats of unevaluated wastes will continue to overflow and DLH does not have the financial ability to remove the hazardous waste from its Facility, I hereby request that U.S. EPA conduct a removal action of hazardous waste from the DLH Facility. Ohio EPA would also request that it be notified of any activities conducted at the facility. If you have any further questions or require additional information, please call Wade Balser Ohio EPA's Northeast District Office at (330) 963-1200 or John Schierberl of my staff at (614) 644-2955.

Sincerely,



Harry E. Sarvis, Manager
Compliance Assurance Section
Division of Hazardous Waste Management

Attachments

ec w/o attachments: Wade Balser, DHWM, NEDO
John Schierberl, DHWM, CAS
Natalie Oryshkewych, DHWM, NEDO
Kevin Clouse, DERR, CO

RECEIVED

APR 16 2008

OHIO EPA NEDO

**OHIO EPA
TIME-CRITICAL REMOVAL ACTION
REFERRAL PACKAGE**

1. Site Location and Responsible Party Information:

A. Site Name: DLH Plating, LLC
dba Empigard Plating Company
www.empigard.com

B. Location: 2801 Grand Ave.
Cleveland, OH 44104
Cuyahoga County
Latitude/Longitude: 41.484736/ -81.628132
EPA ID number: OHD 004 170 650

C. Owner(s)/Operator(s):

Operator: Mr. David Lee Harper, Sr.
President
DLH Plating, LLC
2801 Grand Ave.
Cleveland, OH 44104

Owner: Mr. Frank Nagorney
Grand Avenue Realty Company
2800 Grand Ave.
Cleveland, OH 44104

D. Brief description of steps taken to compel responsible party(ies) to conduct site remediation:

Northeast Regional Sewer District (NEORS) has been working with DLH Plating to address high concentrations of cadmium, chromium, zinc, and cyanide in the combined public sewer downstream of the facility since September 5, 2007. The facility is the only upstream user of this portion of the combined sewer system. NEORS issued an administrative order to the facility on March 31, 2008. NEORS referred the facility to Ohio EPA in December 2007 due to the estimated 58,000 gallons of wastes on-site.

On January 4, 2008, Ohio EPA, DHWM conducted a compliance evaluation inspection at the facility. Numerous containers of waste in poor condition along with waste in tanks and releases were identified. A Notice of Violation letter was issued to the owner and operator on January 17, 2008. No significant progress has been made to address these violations.

On March 25, 2008, the Cleveland Fire Department issued DLH Plating and order to immediately cease operations due to the hazardous conditions observed at the facility.

2. Site Description and Background Information:

A. Description of past or present operations and how wastes were generated:

DLH Plating is job shop plating company that plates steel with zinc and cadmium. At one time the facility operated seven plating and coating lines. Prior to approximately February 2007, DLH Plating operated an on-site waste water treatment system for hexavalent chrome reduction, cyanide oxidation and metals flocculation. Hazardous wastes generated at the facility included F006 waste water treatment sludge along with F007, F008, D003, D006, D007 spent plating solutions and sludges.

During the January 4, 2008 inspection, Dave Harper, Sr. indicated the business went bad in 2004/2005 and the facility filed for Chapter 11 Bankruptcy in July 2007. The facility was performing limited plating activities in January 2008. The entire waste water treatment system was shut down in February/March 2007. Hazardous wastes have been accumulating at the facility since at least July 2006. The last off-site shipment of hazardous waste was on July 14, 2006 (manifest #55943, 20 yards F006 and F008 hazardous waste).

B. Site Characteristics/Site layout (size, number of buildings, topography, etc.):

The site is located in an urban area of Cuyahoga County, Ohio. The facility is bordered to the North by a residential area within 50 feet of the property; to the East by a recreational area (i.e., park with a baseball diamond, basketball courts and playground); to the West by an industrial area; and the South by Gray Container, LLC (another facility for which Ohio EPA is proposing a time critical removal action).

The site is comprised of one main interconnected building housing the plating operations and a separate office building. Several buildings located to the southwest of the main facility were recently demolished. Drums of unknown waste recovered from the demolished buildings are currently staged on-site.

C. Quantity and type of wastes and/or hazardous substances:

During the January 4, 2008 inspection, Ohio EPA observed:

1. Wastes associated with the waste water treatment system, including:
 - Unknown waste in four tanks used to hold spent rinse waters in the Pump House (Waste currently in on-site frac tank);
 - Unknown waste in six tanks used for waste water treatment;
 - Three holding tanks containing F006 and F008 hazardous waste; and
 - Rolloff box containing F006 and F008 hazardous waste.
2. Forty three, 20-gallons drums containing sludge removed from the cadmium auto line, presumed to be listed F007 and F008 hazardous waste;
3. Fifty-four, 55-gallon drums and one tote with unknown contents near the filter press/cadmium hand line area (reportedly from building demolition);
4. Several out-of-service plating vats located along the cadmium hand line with unknown contents and releases of waste to the floor;

5. F007 and F008 sludge located in the out-of-service Cadmium Auto Line along with releases of waste to the floor and exterior wall;
6. Fourteen totes containing spent plating rinse waters;
7. Fourteen, 55-gallon drums and forty, 5-gallon containers with unknown contents located in the Chemical Storage Area;
8. Ten, 55-gallon drums and one tote with unknown contents at the Building Demo Area; and
9. On the East side of the property, an undetermined number of drums and tanks with unknown contents exists. Reportedly, the containers belong to Gray Container, LLC.

D. Analytical data or other documentation on chemical characterization of wastes:

A significant portion of the wastes are listed F006, F007, and/or F008 hazardous waste comprised of sludges and solutions from electroplating operations where cyanides are used in the process. The wastes may also be D002, D003, D006, and/or D007 hazardous waste. Ohio EPA has not conducted any sampling at the site.

E. Condition of containers:

A majority of the waste containers were open and/or in poor condition. Several containers of unknown waste exists. Releases of waste were noted in the area of the cadmium hand line. Releases of waste to the floor and exterior wall were noted along the cadmium auto plating line. In addition, the containers and plating lines are subject to precipitation from roof leaks.

F. Proximity of population and population density:

The site is located in an urban area of Cuyahoga County, Ohio. Residential and recreation areas border the site to the North and East.

3. Threats to Public Health and the Environment:

A. Description of potential exposure to humans, animals or the food chain from hazardous substances or contaminants:

The site is situated within close proximity to recreational and residential areas.

A grab sample obtained by NEORSD found 2,858 mg/kg cyanide, 7,000 mg/kg cadmium, and 47.9 mg/kg chromium on the exterior wall of the facility along the Evarts Road residential area.

During the January 4, 2008 Ohio EPA inspection, Mr. Harper noted several instances of theft/vandalism (primarily those seeking scrap metal) at the facility. Mr. Harper also indicated that due to economic reasons he would no longer pay for security at the site. Unrestricted access to the site may be obtained.

B. Actual or potential for release present:

Ohio EPA has documented releases of waste along the cadmium hand plating line and cadmium auto plating line areas of the facility. A majority of the waste containers are open, in poor condition, and susceptible to precipitation from roof leaks.

NEORSD has documented high concentrations of cadmium, chromium, zinc, and cyanide in the combined public sewer downstream of the facility. Contaminated ground water from the facility is seeping into the combined sewer system.

C. Threat of fire or explosion:

On March 25, 2008, the Cleveland Fire Department issued DLH plating and order to immediately cease operations due to the hazardous conditions at the facility.

4. Assessment of Environmental Hazards and Proposed Response Actions:

A. Description of hazards (real or potential) posed by site and what actions should be undertaken to reduce or eliminate hazard:

As documented by the Cleveland Fire Department, the hazardous conditions found at the site required the facility to immediately cease use of all operations until such time as the deficiencies are repaired.

The uncontrolled releases of the hazardous constituents at the site may pose a threat to human health and the environment. Of particular concern is the potential threat to human health due to the close proximity of nearby residential and recreational areas. In addition, the facility will likely be unsecured due to the fire department's cease use order and the facility's economic status. Thus, the site presents an increased potential for trespassing, theft, and/or vandalism.

In order to prevent a further release or exposure to hazardous constituents at the facility, all containers, tanks, and releases at the facility should be adequately characterized, removed and disposed. Further evaluation and characterization of soils and ground water at the site is also warranted as documented by the NEORSD.

5. Chronology of Events:

- September 5, 2007: NEORSD initial investigation.
- December 6, 2007: NEORSD issued initial administrative order.
- December 12, 2007: NEORSD referred site to Ohio EPA.
- December 19, 2007: NEORSD issued NOV letter.
- January 4, 2008: Ohio EPA, DHWM inspection.
- January 17, 2008: Ohio EPA, DHWM Notice of Violation letter.
- March 25, 2008: Cleveland Fire Department Inspection & Cease Use Order.
- March 31, 2008: NEORSD issued administrative order.

6. Index of Documents:

Attachment 1	NEORSD Violation letters and Data Summary
Attachment 2	NEORSD Figures and Wall Sample Results.
Attachment 3	Ohio EPA, DHWM inspection notes, site map, and photographs. (video documentation available, not included)
Attachment 4	Ohio EPA, DHWM Notice of Violation Letter
Attachment 5	Cleveland Fire Department Cease Use Order.
Attachment 6	Cleveland Fire Department Report and Photographs.
Attachment 7	Property Ownership Information.

7. Extenuating or Mitigating Circumstances:

The facility filed for Chapter 11 Bankruptcy in July 2007.

U.S. EPA had some limited involvement at the site in 1998, when it was operated as N&W Metal Finishing.

8. Contacts:

District Office: Wade Balser, DHWM, NEDO (330) 963-1278.

Central Office: Harry Sarvis, DHWM, CO (614) 644-3174.

TAB 1

March 31, 2008

VIA US Mail & Hand Delivery

Mr. David Harper
DLH Plating, LLC
2800 Grand Avenue
Cleveland, Ohio 44104

Mr. Frank Nagorney
Grand Avenue Realty Company
2800 Grand Avenue
Cleveland, Ohio 44104

Re: Administrative Order – Compliance Schedule

Dear Mr. Harper:

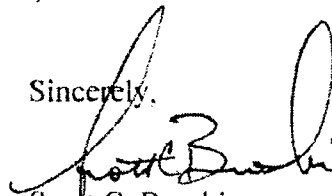
On Tuesday, March 25, 2008 a meeting was held at the Northeast Ohio Regional Sewer District (NEORSD) offices to discuss ongoing discharge violations downstream of your company/property and the requirements necessary to maintain authorized use of the public sewer system. As discussed, the following items shall be completed to the satisfaction of the Water Quality & Industrial Surveillance (WQIS) department as conditions to maintain sewer service:

1. DLH Plating/Grand Avenue Realty Company (DLH/GARC) shall dispose of all stored wastes at the facility in accordance with applicable regulations consistent with the requirement of the Ohio EPA and the Cleveland Fire Department. Copies of manifests and/or Bills of Lading shall be submitted to the NEORSD immediately upon disposal.
2. DLH/GARC shall hire a qualified sewer cleaning company to plug and clean the sewer from the 100% manhole adjacent to the pump house in an upstream direction to the bulkhead manhole. The sewer plug shall be installed at the 100% manhole and all wastewater generated during the cleaning shall be captured and properly disposed. The NEORSD shall be notified of the date and time this cleaning will take place 48 hours in advance. This item shall be completed by April 11, 2008.

3. DLH/GARC shall notify the NEORSD of any open drains located in the facility. DLH/GARC shall seal/eliminate any open floor drains in the facility. This item shall be completed by April 4, 2008.
4. DLH/GARC Plating shall eliminate any process or waste contamination on the floors and/or in any pits within the facility. This item shall be complete by April 11, 2008.
5. Grand Avenue Realty Company shall hire an environmental consultant to investigate groundwater conditions using standard remedial investigation techniques at the site of DLH Plating. A scope of work shall be submitted to the NEORSD for approval. A report on the findings shall be forwarded to the NEORSD upon receipt. This action shall be initiated by April 11, 2008 and documentation shall be submitted to the NEORSD. The study shall be complete by May 23, 2008.
6. If the groundwater is determined to be contaminated, a plan for the remediation, including alternatives to prevent groundwater from migrating to the public sewer, shall be submitted and implemented. This item shall be completed within 30 days of the date of the report regarding the findings of the groundwater study.

The NEORSD shall be notified of progress with these requirements so that investigators can schedule inspections to confirm completion. Failure to complete these items may result in escalated enforcement. If you have any questions regarding any of these requirements, please contact me at (216) 641-6000 extension 2217 or at broskis@neorsd.org.

Sincerely,



Scott C. Broski
Supervisor of Enforcement
Water Quality & Industrial Surveillance

cc: Frank Greenland
Frank Foley
Lawrence English
Company File

December 19, 2007

Mr. David Harper
President
DLH Plating, LLC
2800 Grand Avenue
Cleveland, Ohio 44104

RE: Notice of Violation

Dear Mr. Harper:

This correspondence is to inform you that your company has been determined to have significant violations of the *Code of Regulations* of the Northeast Ohio Regional Sewer District (NEORS) and of the federal pretreatment requirements.

Significant excursions of the regulations occurred for the following:

<u>DATE</u>	<u>PARAMETER</u>	<u>SECTION OF THE CODE</u>
November 7, 2007	Cadmium	2.0305
November 7, 2007	Cadmium	2.0302
November 7, 2007	Zinc	2.0305
November 7, 2007	Zinc	2.0302
November 7, 2007	Total Cyanide	2.0305
November 7, 2007	Total Cyanide	2.0302
November 8, 2007	Total Metals	2.0302
November 8, 2007	Cadmium	2.0305
November 8, 2007	Cadmium	2.0302
November 8, 2007	Zinc	2.0305
November 8, 2007	Zinc	2.0302
November 8, 2007	Total Metals	2.0302
November 9, 2007	Cadmium	2.0305
November 9, 2007	Cadmium	2.0302
November 9, 2007	Zinc	2.0305
November 9, 2007	Zinc	2.0302

<u>DATE</u>	<u>PARAMETER</u>	<u>SECTION OF THE CODE</u>
November 9, 2007	Total Metals	2.0302
November 14, 2007	Cadmium	2.0305
November 14, 2007	Cadmium	2.0302
November 14, 2007	Zinc	2.0305
November 14, 2007	Zinc	2.0302
November 14, 2007	Total Metals	2.0302
November 15, 2007	Cadmium	2.0305
November 15, 2007	Cadmium	2.0302
November 15, 2007	Zinc	2.0305
November 15, 2007	Zinc	2.0302
November 15, 2007	Total Cyanide	2.0305
November 15, 2007	Total Metals	2.0302
November 16, 2007	Cadmium	2.0302
November 16, 2007	Zinc	2.0305
November 16, 2007	Zinc	2.0302
November 16, 2007	Total Metals	2.0302
November 17, 2007	Cadmium	2.0302
November 17, 2007	Zinc	2.0305
November 17, 2007	Zinc	2.0302
November 17, 2007	Total Metals	2.0302
November 18, 2007	Cadmium	2.0302
November 18, 2007	Zinc	2.0305
November 18, 2007	Zinc	2.0302
November 18, 2007	Total Metals	2.0302
November 19, 2007	Cadmium	2.0302
November 19, 2007	Zinc	2.0305
November 19, 2007	Zinc	2.0302
November 19, 2007	Total Metals	2.0302
November 20, 2007	Cadmium	2.0302
November 20, 2007	Zinc	2.0305
November 20, 2007	Zinc	2.0302
November 20, 2007	Total Metals	2.0302
November 21, 2007	Cadmium	2.0302
November 21, 2007	Zinc	2.0305
November 21, 2007	Zinc	2.0302
November 21, 2007	Total Metals	2.0302
November 22, 2007	Cadmium	2.0302
November 22, 2007	Zinc	2.0305

<u>DATE</u>	<u>PARAMETER</u>	<u>SECTION OF THE CODE</u>
November 22, 2007	Zinc	2.0302
November 22, 2007	Total Cyanide	2.0302
November 22, 2007	Amenable Cyanide	2.0305
November 22, 2007	Total Metals	2.0302
November 25, 2007	Zinc	2.0305
November 25, 2007	Zinc	2.0302
November 26, 2007	Total Cyanide	2.0302
November 27, 2007	Zinc	2.0302
November 28, 2007	Zinc	2.0302
November 28, 2007	Total Cyanide	2.0302
November 28, 2007 -	Total Metals	2.0302
November 29, 2007	Cadmium	2.0305
November 29, 2007	Cadmium	2.0302
November 29, 2007	Zinc	2.0305
November 29, 2007	Zinc	2.0302
November 29, 2007	Total Metals	2.0302
November 30, 2007	Cadmium	2.0302
November 30, 2007	Zinc	2.0302
December 1, 2007	Cadmium	2.0302
December 1, 2007	Zinc	2.0302
December 1, 2007	Total Metals	2.0302
December 2, 2007	Zinc	2.0302
December 3, 2007	Cadmium	2.0302
December 3, 2007	Zinc	2.0302
December 3, 2007	Total Cyanide	2.0302
December 3, 2007 -	Total Metals	2.0302
December 4, 2007	Total Cyanide	2.0302

As a consequence, your company has 10 days from the date of this correspondence to respond to the Water Quality and Industrial Surveillance Section, in writing, about the remedial measures that will be taken to bring your discharge into full compliance with the *Code of Regulations*.

Any further violation of the regulations will be cause to escalate enforcement action against your company. Failure to respond within 30 days and/or failure to take corrective action to bring about compliance could forfeit your use of the public sewer system.

Attached are the analyses that document the violations of the *Code of Regulations*.

If you have any questions on this matter, please feel free to contact me at telephone number 216-641-6000.

Sincerely,



Frank Schuschu
Investigator

Enclosure

cc: Frank Foley
Scott Broski
Company File
EPA Report File

December 6, 2007

VIA HAND DELIVERY

Mr. David L. Harper
President
DLH Plating, LLC
2800 Grand Avenue
Cleveland, Ohio 44104

Re: Administrative Order

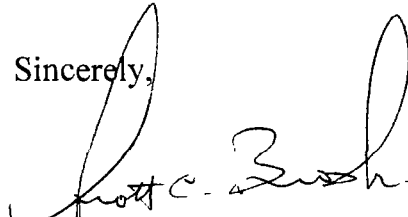
Dear Mr. Harper:

As you are aware, the Northeast Ohio Regional Sewer District (NEORSRD) has been conducting continuous monitoring in the public sewer downstream of your facility. During this monitoring high concentrations of cadmium, chromium, zinc and cyanide have been detected. These concentrations exceed both Federal and local discharge standards and pose a risk to the NEORSRD collection system and wastewater treatment operations. On Thursday, November 29, 2007 dye was introduced into the standing water in the DLH Plating pump house. Relatively soon thereafter dye was observed in the public sewer. Therefore, the NEORSRD is ordering the following actions:

1. Completely dewater the pump house and all tanks within the pump house and dispose of the wastewater in accordance with all applicable hazardous waste regulations. Provide the NEORSRD copies of all manifests or bills of lading within 48 hours of each haul. Copies can be hand delivered or faxed to my attention at (216) 641-6000. This action shall be complete by December 13, 2007.
2. Terminate all incoming flows into the pump house. This action shall be complete by December 20, 2007.
3. Continue to maintain a clean, dry pump house floor. If water should infiltrate the pump house at no time shall it exceed one inch in depth. Water shall be pumped into tanks or containers where it can later be disposed of. This action shall be continuously met as of the date item number one is complete.

If you have any questions regarding this Order please contact me at 216-641-6000
or by e-mail at broskis@neorsd.org.

Sincerely,



Scott C. Broski
Supervisor of Enforcement
Water Quality & Industrial Surveillance

cc: F. Foley
Company File

Resigned after
delivery -
file copy not
returned - SLS
5/20/08

Waste Storage Log - March 2008

Item Number	Tank Identification	Dimensions	Amount of Free Board in Feet	Volume Stored Gallons	Appearance
1	Frac Tanker	-	full	21,000	Contaminated water (pump building)
2	Pump Building South	((16 feet W X 10 58 feet L) - 7.75 foot diameter tank) X .5 feet depth	-	457	Contaminated water
3	Pump Building North	((16 feet W X 27.66 feet L) - ((2 X 8 foot diameter tanks) + (6 foot diameter tank))) X .5 feet depth	-	1172	Contaminated water
4	Cyanide Collection Tank 74	7.75 feet diameter X .5 feet deep	-	45	untreated cyanide waste
5	Chrome Collection Tank 73	8 feet diameter X .33 feet deep	-	-	solids
6	Acid/Alkali Collection Tank 72	8 feet diameter X .33 feet deep	-	-	solids
7	Acid Collection Tank 71	6 feet diameter X 10 feet high	1.4	1818	untreated waste acid
8	Chrome Treatment 79	6 feet diameter X 10 feet high	2.33	1621	untreated chrome waste
9	Cyanide Treatment 80	9 feet x 10 feet high	2.58	3529	untreated cyanide waste
10	Neutralization 81	10 feet diameter X 10 feet high	3.16	4016	untreated plating waste
11	Neutralization 82	10 feet diameter X 10 feet high	8.75	-	solids
12	Effluent Tank 107	10 feet diameter X 12 feet high	1	6459	blue color, plating waste, treatment unknown
13	Sludge Holding 104	10 feet diameter X 14 feet high	2.25	6899	un-dewatered F006 sludge
14	Sludge Holding 105	8 feet diameter X 14 feet high	7.91	2289	un-dewatered F006 sludge
15	Sludge Holding 106	10 feet diameter X 14 feet high	12.3	998	un-dewatered F006 sludge
16	Clarifier (cylindrical portion)	8 feet diameter X 8 feet high	-	3000	full
17	Haz. Accum 1	5 feet diameter X 6.5 feet deep	-	954	Contaminated water (pump building)
18	Haz. Accum 2	6 feet diameter X 7.83 feet deep	-	1149	Contaminated water (pump building)
19	Misc. 1	4.16 feet wide X 14 feet long X 7.08 feet high	0.66	2855	Concentrated Chrome near zinc line
20	Misc. 2	2.63 feet wide X 13 feet long X 3.41 feet deep	-	872	Contaminated water
21	Misc. 3	5 feet wide X 13 feet long X 7 feet high	2	2431	Blue color with anode baskets
22	North Exterior Tank East	9 feet diameter X 12 feet high	unknown*	-	-
23	Center Exterior Tank East	12 feet diameter X 12 feet high	full	10000	-
24	South Exterior Tank East	9 feet diameter X 12 feet high	unknown*	-	-
25	55 gallon drums	55 gallons X 37	-	2035	unknown liquids/solids
26	30 gallon drums	30 gallons X 14	-	420	unknown liquids/solids
27	Totes	250 gallons X 22	-	5500	Misc. wastes liquids
		Total Stored Wastewater 3/21/2008		58063	

Item #22 & #24 unable to inspect due to lack of ladder, company claims 20,000 gallons stored in three exterior tanks including #23 inspected 2/1/08, pumped from pump building on that date.

March 2008

Item Number	Tank Identification	Amount of Free Board in Feet	Volume Stored Gallons	Appearance
1	Frac Tanker	full	21,000	Contaminated water (pump building)
2	Pump Building South	-	457	Contaminated water
3	Pump Building North	-	1172	Contaminated water
4	Cyanide Collection Tank 74	-	45	untreated cyanide waste
5	Chrome Collection Tank 73	-		solids
6	Acid/Alkali Collection Tank 72	-		solids
7	Acid Collection Tank 71	1.4	1818	untreated waste acid
8	Chrome Treatment 79	2.33	1621	untreated chrome waste
9	Cyanide Treatment 80	2.58	3529	untreated cyanide waste
10	Neutralization 81	3.16	4016	untreated plating waste
11	Neutralization 82	8.75		solids
12	Effluent Tank 107	1	6459	blue color, plating waste, treatment unknown
13	Sludge Holding 104	2.25	6899	un-dewatered F006 sludge
14	Sludge Holding 105	7.91	2289	un-dewatered F006 sludge
15	Sludge Holding 106	12.3	998	un-dewatered F006 sludge
16	Clarifier (cylindrical portion)	-	3000	full
17	Haz. Acum. 1	-	954	Contaminated water (pump building)
18	Haz. Acum. 2	-	1149	Contaminated water (pump building)
19	Misc. 1	0.66	2855	Concentrated Chrome near zinc line
20	Misc. 2	-	872	Contaminated water
21	Misc. 3	2	2431	Blue color with anode baskets
22	North Exterior Tank East	unknown*		
23	Center Exterior Tank East	full	10000	
24	South Exterior Tank East	unknown*		
25	55 gallon drums	-	2035	unknown liquids/solids
26	30 gallon drums	-	420	unknown liquids/solids
27	Totes	-	5500	Misc. wastes liquids
			58063	

Item #22 & #24 unable inspected 2/1/08, pumped from pump building on that date.

DLH Plating Downstream Monitoring

Sample ID	Collection Date	Client Location	Sample Point	Amenable CN	Total CN	Silver	Cadmium	Chromium	Copper	Iron	Nickel	Lead	Zinc
				NL	1900	NL	1200	7000	4500	NL	4100	600	4200
				2000	10000	NL	2000	25000	3000	50000	10000	2000	15000
I-0709050004	9/5/2007	DLH Plating, LLC	100% Manhole	150	1660	30.3	2890	5340	69.3	4270	243	< 15	16700
I-0709100002	9/10/2007	DLH Plating, LLC	Downstream manhole on Tennyson			j 3.2	1280	2310	73	1580	92.5	< 15	11000
I-0709100003	9/10/2007	DLH Plating, LLC	Downstream manhole on Tennyson	1110	9050								
I-0709140001	9/14/2007	DLH Plating, LLC	Downstream manhole on Tennyson			j 6.3	1940	1720	79.3	5400	66.1	j 20	24600
I-0709140002	9/14/2007	DLH Plating, LLC	Downstream manhole on Tennyson	900	18100								
I-0709170002	9/17/2007	DLH Plating, LLC	Downstream manhole on Tennyson			17.7	4470	1420	80.3	7290	55	j 17.5	22600
I-0709170003	9/17/2007	DLH Plating, LLC	Downstream manhole on Tennyson	16500	40100								
I-0709210004	9/21/2007	DLH Plating, LLC	Downstream manhole on Tennyson			36.8	9520	3380	136	13400	70.8	47.5	34600
I-0709210005	9/21/2007	DLH Plating, LLC	Downstream manhole on Tennyson	4600	41800								
I-0709240001	9/24/2007	DLH Plating, LLC	Downstream manhole on Tennyson			j 6.4	1340	515	44.6	3540	27.1	j 28.8	7300
I-0709240002	9/24/2007	DLH Plating, LLC	Downstream manhole on Tennyson	160	9580								
I-0709280001	9/28/2007	DLH Plating, LLC	Downstream manhole on Tennyson			j 6	1910	786	36.9	4020	35.6	j 15.2	11700
I-0709280003	9/28/2007	DLH Plating, LLC	Downstream manhole on Tennyson	2700	24400								
I-0710010001	10/1/2007	DLH Plating, LLC	Downstream manhole on Tennyson			15.5	2690	1310	41.3	6420	41	j 17.7	19900
I-0710010003	10/1/2007	DLH Plating, LLC	Downstream manhole on Tennyson			j 9.8	2000	856	31.9	4390	26.1	< 15	16900
I-0710010007	10/1/2007	DLH Plating, LLC	Downstream manhole on Tennyson	12300	68000								
I-0710040007	10/4/2007	DLH Plating, LLC	Downstream manhole on Tennyson			j 8	2270	1180	122	8360	45.2	j 34.6	14200
I-0710040008	10/4/2007	DLH Plating, LLC	Downstream manhole on Tennyson	1500	13300								
I-0710080001	10/8/2007	DLH Plating, LLC	Downstream manhole on Tennyson			< 2.4	1090	532	29.1	1850	26.5	< 15	7860
I-0710080002	10/8/2007	DLH Plating, LLC	Downstream manhole on Tennyson	150	1590								
I-0710120001	10/12/2007	DLH Plating, LLC	Downstream manhole on Tennyson			13.5	2720	2540	161	9010	65.2	34	19100
I-0710120002	10/12/2007	DLH Plating, LLC	Downstream manhole on Tennyson	140	1140								
I-0710150001	10/15/2007	DLH Plating, LLC	Downstream manhole on Tennyson			j 5.4	2580	1110	65.3	3160	65.5	< 15	29100
I-0710150002	10/15/2007	DLH Plating, LLC	Downstream manhole on Tennyson	1530	6230								
I-0710160019	10/16/2007	DLH Plating, LLC	Downstream manhole on Tennyson			j 2.7	1810	571	42.8	2300	44.2	< 15	19900
I-0710160020	10/16/2007	DLH Plating, LLC	Downstream manhole on Tennyson	860	9550								
I-0710170006	10/17/2007	DLH Plating, LLC	Downstream manhole on Tennyson			< 2.4	1860	354	29.6	980	50.9	< 15	20300
I-0710170007	10/17/2007	DLH Plating, LLC	Downstream manhole on Tennyson	2600	33000								
I-0710180010	10/18/2007	DLH Plating, LLC	Downstream manhole on Tennyson			< 2.4	2800	787	83.4	3180	61.1	j 26.8	29800
I-0710180011	10/18/2007	DLH Plating, LLC	Downstream manhole on Tennyson	9800	20600								
I-0710190002	10/19/2007	DLH Plating, LLC	Downstream manhole on Tennyson			27.4	4550	3560	160	8350	83.4	33.9	53000
I-0710190003	10/19/2007	DLH Plating, LLC	Downstream manhole on Tennyson	2400	18400								
I-0710220001	10/20/2007	DLH Plating, LLC	Downstream manhole on Tennyson			82.2	8690	5300	377	34000	139	140	92300
I-0710220002	10/22/2007	DLH Plating, LLC	Downstream manhole on Tennyson	2400	23200								
I-0710240004	10/24/2007	DLH Plating, LLC	Downstream manhole on Tennyson			23.5	4390	2130	214	13000	81.4	39	40800
I-0710240005	10/24/2007	DLH Plating, LLC	Downstream manhole on Tennyson	1460	8170								
I-0710250004	10/25/2007	DLH Plating, LLC	Downstream manhole on Tennyson			j 3.8	2830	698	109	1740	97.2	< 15	33100
I-0710250013	10/25/2007	DLH Plating, LLC	Downstream manhole on Tennyson	2800	36300								
I-0710260006	10/26/2007	DLH Plating, LLC	Downstream manhole on Tennyson			< 2.4	2860	548	61	1510	92.3	< 15	36400
I-0710260007	10/26/2007	DLH Plating, LLC	Downstream manhole on Tennyson	280	3200								
I-0710290001	10/27/2007	DLH Plating, LLC	Downstream manhole on Tennyson			< 2.4	2740	683	79.6	2470	86.5	< 15	38300
I-0710290002	10/29/2007	DLH Plating, LLC	Downstream manhole on Tennyson	690	8960								
I-0710300012	10/30/2007	DLH Plating, LLC	Downstream manhole on Tennyson			< 2.4	2780	432	184	2000	110	< 15	32100
I-0710300013	10/30/2007	DLH Plating, LLC	Downstream manhole on Tennyson	105000	200000								
I-0710310005	10/31/2007	DLH Plating, LLC	Downstream manhole on Tennyson			< 2.4	1870	329	130	2640	61.6	< 15	22900
I-0711010006	11/1/2007	DLH Plating, LLC	Downstream manhole on Tennyson	7800	94800								
I-0711010009	11/1/2007	DLH Plating, LLC	Downstream manhole on Tennyson	< 1.9	297	< 2.4	5100	772	95.6	1310	142	< 15	75000
I-0711020003	11/2/2007	DLH Plating, LLC	Downstream manhole on Tennyson			< 2.4	2900	458	65.3	2400	96.2	< 15	41200
I-0711020004	11/2/2007	DLH Plating, LLC	Downstream manhole on Tennyson	j 2600	100000								
I-0711050001	11/5/2007	DLH Plating, LLC	Downstream manhole on Tennyson			< 2.4	3180	959	133	7750	102	30.1	53900
I-0711050002	11/5/2007	DLH Plating, LLC	Downstream manhole on Tennyson	< 1520	221000								
I-0711060004	11/6/2007	DLH Plating, LLC	Downstream manhole on Tennyson			< 2.4	2650	676	130	5180	112	< 15	36300
I-0711060005	11/6/2007	DLH Plating, LLC	Downstream manhole on Tennyson	< 760	154000								

**DLH Plating
Downstream Monitoring**

Sample ID	Collection Date	Client Location	Sample Point	Amenable CN NL 2000	Total CN 1900 10000	Silver NL 2000	Cadmium NL 1200 2000	Chromium NL 7000 25000	Copper NL 4500 3000	Iron NL 50000	Nickel NL 4100 10000	Lead NL 600 2000	Zinc NL 4200 15000
I-0711060006	11/6/2007	DLH Plating, LLC	100% Manhole	< 1.9	159	< 2.4	5050	830	62.4	968	162	j 18.2	68100
I-0711070005	11/7/2007	DLH Plating, LLC	Downstream manhole on Tennyson	< 2.4		< 2.4	2300	701	230	6380	97.2	37.4	30400
I-0711070006	11/7/2007	DLH Plating, LLC	Downstream manhole on Tennyson	< 9.5	19800								
I-0711080001	11/8/2007	DLH Plating, LLC	100% Manhole			< 2.4	3830	749	57.5	511	126	j 15.8	50800
I-0711080002	11/8/2007	DLH Plating, LLC	100% Manhole	< 1.9	160								
I-0711090001	11/8/2007	DLH Plating, LLC	100% Manhole			< 2.4	3810	655	47	490	127	< 15	44600
I-0711090002	11/9/2007	DLH Plating, LLC	100% Manhole	< 1.9	162								
I-0711130002	11/13/2007	DLH Plating, LLC	100% Manhole			< 2.4	3230	818	60.5	1090	134	< 15	46400
I-0711130003	11/13/2007	DLH Plating, LLC	100% Manhole	345	1180								
I-0711150005	11/14/2007	DLH Plating, LLC	100% Manhole			j 7.8	2800	1520	81.8	913	107	< 15	42100
I-0711150006	11/15/2007	DLH Plating, LLC	100% Manhole			j 8	2880	2590	78.4	1740	123	< 15	43600
I-0711150007	11/15/2007	DLH Plating, LLC	100% Manhole	650	2030								
I-0711160002	11/16/2007	DLH Plating, LLC	100% Manhole			j 4.2	1470	4500	133	2780	75.1	j 20.7	17600
I-0711160004	11/16/2007	DLH Plating, LLC	100% Manhole	162	547								
I-0711190004	11/17/2007	DLH Plating, LLC	100% Manhole			< 2.4	1800	1870	68.1	2000	101	< 15	27200
I-0711190005	11/18/2007	DLH Plating, LLC	100% Manhole			< 2.4	1900	1330	46.1	744	106	< 15	30300
I-0711190006	11/19/2007	DLH Plating, LLC	100% Manhole			< 2.4	1600	924	29.2	536	120	< 15	27200
I-0711190008	11/19/2007	DLH Plating, LLC	100% Manhole	< 1.9	375								
I-0711200001	11/20/2007	DLH Plating, LLC	100% Manhole			< 2.4	1330	980	16.7	648	143	< 15	29600
I-0711200002	11/20/2007	DLH Plating, LLC	100% Manhole	< 3.8	390								
I-0711210002	11/21/2007	DLH Plating, LLC	100% Manhole			j 3.4	1220	1410	17.1	658	108	< 15	25000
I-0711210004	11/21/2007	DLH Plating, LLC	100% Manhole	67	376								
I-0711230001	11/22/2007	DLH Plating, LLC	100% Manhole			12.1	1800	1530	125	3020	61.7	j 29.3	15200
I-0711230003	11/23/2007	DLH Plating, LLC	100% Manhole	3030	3930								
I-0711260001	11/24/2007	DLH Plating, LLC	100% Manhole			j 3.3	2020	600	369	1100	109	< 15	12100
I-0711260002	11/25/2007	DLH Plating, LLC	100% Manhole			< 2.4	1820	704	261	1100	127	< 15	18400
I-0711260003	11/26/2007	DLH Plating, LLC	100% Manhole			< 2.4	1590	784	215	1290	108	j 17.7	13700
I-0711260004	11/26/2007	DLH Plating, LLC	100% Manhole	320	2940								
I-0711270003	11/27/2007	DLH Plating, LLC	100% Manhole			j 4.3	1180	872	186	4540	54.5	40.8	6570
I-0711270004	11/27/2007	DLH Plating, LLC	100% Manhole	1170	1810								
I-0711280004	11/28/2007	DLH Plating, LLC	100% Manhole			< 2.4	1100	648	130	1280	60.9	< 15	8100
I-0711280005	11/28/2007	DLH Plating, LLC	100% Manhole	486	966								
I-0711290002	11/29/2007	DLH Plating, LLC	100% Manhole			< 2.4	2720	11700	196	2160	62.3	< 15	15300
I-0711290005	11/29/2007	DLH Plating, LLC	100% Manhole	782	1480								
I-0711300003	11/30/2007	DLH Plating, LLC	100% Manhole			< 2.4	1210	4490	77.4	1240	60.9	< 15	12200
I-0711300004	11/30/2007	DLH Plating, LLC	100% Manhole	126	224								
I-0712030001	12/1/2007	DLH Plating, LLC	100% Manhole			< 2.4	1270	5220	38.7	824	51.2	< 15	11800
I-0712030002	12/2/2007	DLH Plating, LLC	100% Manhole			< 2.4	905	4950	30.3	605	46.4	< 15	10800
I-0712030003	12/3/2007	DLH Plating, LLC	100% Manhole	900	2370								
I-0712030004	12/3/2007	DLH Plating, LLC	100% Manhole			< 2.4	1290	2250	123	2070	44.2	j 29.7	7990
I-0712030011	12/4/2007	DLH Plating, LLC	100% Manhole			< 2.4	1550	1850	174	1830	46.1	< 15	7410
I-0712030012	12/4/2007	DLH Plating, LLC	100% Manhole	700	2480								
I-0712050005	12/5/2007	DLH Plating, LLC	100% Manhole			< 2.4	1420	2800	134	1750	52.9	< 15	10600
I-0712050006	12/5/2007	DLH Plating, LLC	100% Manhole	690	1530								
I-0712060001	12/6/2007	DLH Plating, LLC	100% Manhole			< 2.4	1620	3770	167	2080	58.2	< 15	12000
I-0712060002	12/6/2007	DLH Plating, LLC	100% Manhole	87	515								
I-0712070001	12/7/2007	DLH Plating, LLC	100% Manhole			< 2.4	1430	5670	92.8	1720	62.2	< 15	15700
I-0712070002	12/7/2007	DLH Plating, LLC	100% Manhole	102	289								
I-0712100001	12/8/2007	DLH Plating, LLC	100% Manhole			< 2.4	1210	5730	76.6	930	57.6	< 15	16000
I-0712100002	12/8/2007	DLH Plating, LLC	100% Manhole			< 2.4	792	3740	51.4	888	45.7	< 15	12100
I-0712100004	12/10/2007	DLH Plating, LLC	100% Manhole	170	1670								
I-0712110002	12/11/2007	DLH Plating, LLC	100% Manhole			< 2.4	956	2840	106	4520	69.3	46	9260
I-0712110004	12/11/2007	DLH Plating, LLC	100% Manhole	< 3.8	544								

**DLH Plating
Downstream Monitoring**

Sample ID	Collection Date	Client Location	Sample Point	Amenable CN NL 2000	Total CN 1900 10000	Silver NL 7.3	Cadmium 1200 2000	Chromium 7000 25000	Copper 4500 3000	Iron NL 50000	Nickel 4100 10000	Lead 600 2000	Zinc 4200 15000
I-0712120008	12/12/2007	DLH Plating, LLC	100% Manhole				1010	2490	126	5060	52.2	37.1	7340
I-0712120009	12/12/2007	DLH Plating, LLC	100% Manhole	< 38	2910								
I-0712130001	12/12/2007	DLH Plating, LLC	100% Manhole			12.9	1140	2330	152	6040	98	52.6	10700
I-0712130002	12/13/2007	DLH Plating, LLC	100% Manhole	j 140	2310								
I-0712140001	12/14/2007	DLH Plating, LLC	100% Manhole			j 4.2	832	1380	105	3440	63.7	j 29.1	7880
I-0712140002	12/14/2007	DLH Plating, LLC	100% Manhole	156	522								
I-0712170001	12/15/2007	DLH Plating, LLC	100% Manhole			j 3.9	834	2430	53.3	1280	90.6	< 15	10400
I-0712170002	12/16/2007	DLH Plating, LLC	100% Manhole			< 2.4	940	3260	50.1	4280	81.7	< 15	10200
I-0712170003	12/17/2007	DLH Plating, LLC	100% Manhole			< 2.4	262	224	56.5	11000	44.9	< 15	557
I-0712170004	12/17/2007	DLH Plating, LLC	100% Manhole	170	1640								
I-0712180001	12/18/2007	DLH Plating, LLC	100% Manhole			< 2.4	668	965	104	3720	123	< 15	6240
I-0712180003	12/18/2007	DLH Plating, LLC	100% Manhole	302	812								
I-0712190001	12/19/2007	DLH Plating, LLC	100% Manhole			j 2.9	1040	1100	83.3	840	182	< 15	14800
I-0712190002	12/19/2007	DLH Plating, LLC	100% Manhole	176	453								
I-0712200001	12/20/2007	DLH Plating, LLC	100% Manhole			j 4.4	3070	1340	258	2090	159	< 15	10400
I-0712200002	12/20/2007	DLH Plating, LLC	100% Manhole	5460	10700								
I-0712210001	12/21/2007	DLH Plating, LLC	100% Manhole			j 4.4	2790	2940	247	3410	165	< 15	11800
I-0712210002	12/21/2007	DLH Plating, LLC	100% Manhole	1520	2550								
I-0712260001	12/22/2007	DLH Plating, LLC	100% Manhole			j 2.7	1270	1180	118	1990	122	< 15	9140
I-0712260002	12/26/2007	DLH Plating, LLC	100% Manhole	172	651								
I-0712260003	12/23/2007	DLH Plating, LLC	100% Manhole			j 5.3	1170	2300	86.9	1560	144	< 15	10000
I-0712260004	12/24/2007	DLH Plating, LLC	100% Manhole			j 3.9	1160	1980	89.4	2490	142	< 15	10100
I-0712260005	12/25/2007	DLH Plating, LLC	100% Manhole			j 2.7	1150	2140	54.6	813	199	< 15	11800
I-0712270001	12/27/2007	DLH Plating, LLC	100% Manhole			< 2.4	1150	887	35.2	862	192	< 15	13500
I-0712270002	12/27/2007	DLH Plating, LLC	100% Manhole	157	361								
I-0712280001	12/28/2007	DLH Plating, LLC	100% Manhole			< 2.4	1220	859	30	954	193	< 15	15600
I-0712280002	12/28/2007	DLH Plating, LLC	100% Manhole	218	445								
I-0712310001	12/29/2007	DLH Plating, LLC	100% Manhole			j 5.5	1490	2360	128	3400	163	j 25.4	16800
I-0712310002	12/30/2007	DLH Plating, LLC	100% Manhole			j 2.6	1290	1040	28.1	906	174	< 15	23100
I-0712310003	12/31/2007	DLH Plating, LLC	100% Manhole			< 2.4	1150	827	24.5	888	166	< 15	19700
I-0712310004	12/31/2007	DLH Plating, LLC	100% Manhole	58	200								
I-0801020001	1/1/2008	DLH Plating, LLC	100% Manhole			< 2.4	1060	772	19.9	1170	164	< 15	17600
I-0801020002	1/2/2008	DLH Plating, LLC	100% Manhole			< 2.4	1120	785	20	898	162	< 15	16900
I-0801020003	1/2/2008	DLH Plating, LLC	100% Manhole	113	194								
I-0801030001	1/3/2008	DLH Plating, LLC	100% Manhole			< 2.4	63700	54300	338	142000	450	51.4	264000
I-0801070009	1/7/2008	DLH Plating, LLC	100% Manhole	230	427								
I-0801080008	1/8/2008	DLH Plating, LLC	100% Manhole			< 2.4	3390	815	73.5	2440	193	j 23.1	19600
I-0801080009	1/8/2008	DLH Plating, LLC	100% Manhole	533	641								
I-0801090010	1/9/2008	DLH Plating, LLC	100% Manhole			11.4	4800	10500	224	7310	114	42.6	22000
I-0801090011	1/9/2008	DLH Plating, LLC	100% Manhole	3010	7380								
I-0801100007	1/10/2008	DLH Plating, LLC	100% Manhole			j 9.5	3090	8720	252	2220	162	j 24.1	17400
I-0801100008	1/10/2008	DLH Plating, LLC	100% Manhole	1420	2980								
I-0801110002	1/11/2008	DLH Plating, LLC	100% Manhole			11	3770	12700	164	2980	147	41.7	17400
I-0801110004	1/11/2008	DLH Plating, LLC	100% Manhole	650	2210								
I-0801140001	1/12/2008	DLH Plating, LLC	100% Manhole			j 7.6	3200	6920	139	1490	206	< 15	15200
I-0801140002	1/13/2008	DLH Plating, LLC	100% Manhole			j 4.8	2290	4830	126	1520	231	< 15	16700
I-0801140004	1/14/2008	DLH Plating, LLC	100% Manhole	551	1290								
I-0801180004	1/15/2008	DLH Plating, LLC	100% Manhole			j 6.6	2420	5800	75.9	790	256	< 15	16300
I-0801180005	1/16/2008	DLH Plating, LLC	100% Manhole			< 2.4	2000	3930	61.8	709	260	< 15	15300
I-0801180006	1/17/2008	DLH Plating, LLC	100% Manhole			< 2.4	1980	3590	44.4	728	241	< 15	16300
I-0801180007	1/18/2008	DLH Plating, LLC	100% Manhole			< 2.4	2070	4260	89.8	1120	225	< 15	16400
I-0801180008	1/18/2008	DLH Plating, LLC	100% Manhole	382	1080								
I-0801220006	1/22/2008	DLH Plating, LLC	100% Manhole	< 1.9	153								

DLH Plating Downstream Monitoring

Sample ID	Collection Date	Client Location	Sample Point	Amenable CN NL 2000	Total CN 1900 10000	Silver NL 2000	Cadmium 1200 2000	Chromium 7000 25000	Copper 4500 3000	Iron NL 50000	Nickel 4100 10000	Lead 600 2000	Zinc 4200 15000
I-0801250006	1/23/2008	DLH Plating, LLC	100% Manhole			< 2.4	697	654	19.5	1580	149	< 15	7710
I-0802010003	1/29/2008	DLH Plating, LLC	100% Manhole			< 2.4	1240	604	132	3760	150	j 22.5	16700
I-0802010004	1/30/2008	DLH Plating, LLC	100% Manhole			< 2.4	1640	984	197	4470	285	37.4	27200
I-0802010006	2/1/2008	DLH Plating, LLC	100% Manhole			< 2.4	901	611	61.8	628	217	< 15	15900
I-0802010007	2/1/2008	DLH Plating, LLC	100% Manhole	35	194								
I-0802040004	2/2/2008	DLH Plating, LLC	100% Manhole			j 3.6	1360	2440	330	1760	242	< 15	12100
I-0802040005	2/3/2008	DLH Plating, LLC	100% Manhole			< 2.4	1210	2650	135	600	666	< 15	13800
I-0802040006	2/4/2008	DLH Plating, LLC	100% Manhole			< 2.4	1260	2550	32.6	513	602	< 15	14900
I-0802040007	2/4/2008	DLH Plating, LLC	100% Manhole	150	349								
I-0802080012	2/5/2008	DLH Plating, LLC	100% Manhole			j 6.5	2850	6250	207	8650	373	57	13800
I-0802080015	2/6/2008	DLH Plating, LLC	100% Manhole			j 9.5	1560	3280	398	8660	113	51	4410
I-0802080016	2/7/2008	DLH Plating, LLC	100% Manhole			j 9.7	1350	2200	389	6760	205	56.8	6220
I-0802080017	2/8/2008	DLH Plating, LLC	100% Manhole			15.1	1080	2080	108	1120	255	< 15	11400
I-0802080018	2/8/2008	DLH Plating, LLC	100% Manhole	144	826								
I-0802110001	2/9/2008	DLH Plating, LLC	100% Manhole			11.4	2340	2060	95.8	1400	268	< 15	12200
I-0802110002	2/10/2008	DLH Plating, LLC	100% Manhole			j 9.8	2670	1960	62.9	1070	255	< 15	11900
I-0802150008	2/15/2008	DLH Plating, LLC	100% Manhole			< 2.4	1040	1260	15.9	2210	267	j 23.9	13600
I-0802150009	2/15/2008	DLH Plating, LLC	100% Manhole	106	240								
I-0802190001	2/16/2008	DLH Plating, LLC	100% Manhole			< 2.4	1060	1390	11.8	747	278	< 15	13700
I-0802190002	2/17/2008	DLH Plating, LLC	100% Manhole			< 2.4	1020	1090	12.6	2460	245	< 15	13300
I-0802190003	2/18/2008	DLH Plating, LLC	100% Manhole			j 5.6	3730	1840	252	6080	73.6	32.2	8160
I-0802190004	2/19/2008	DLH Plating, LLC	100% Manhole			< 2.4	3240	2080	256	4470	243	j 15.5	18400
I-0802190005	2/19/2008	DLH Plating, LLC	100% Manhole	213	456								
I-0802220008	2/19/2008	DLH Plating, LLC	100% Manhole			< 2.4	4980	4150	94.5	23600	292	48	13000
I-0802220011	2/22/2008	DLH Plating, LLC	100% Manhole	< 1.9	295								
I-0802250001	2/23/2008	DLH Plating, LLC	100% Manhole			< 2.4	1210	1560	28	R 1920	298	< 15	9830
I-0802250002	2/24/2008	DLH Plating, LLC	100% Manhole			< 2.4	1080	1370	26.2	R 1180	291	16.2	10900
I-0802250004	2/25/2008	DLH Plating, LLC	100% Manhole	46	263								
I-0802250006	2/25/2008	DLH Plating, LLC	100% Manhole*	< 570	70000	181	230000	131000	1160	R 455000	975	2450	434000
I-0802290001	2/26/2008	DLH Plating, LLC	100% Manhole			< 2.4	2540	706	116	6950	64.1	75.4	5060
I-0802290002	2/27/2008	DLH Plating, LLC	100% Manhole			< 2.4	1990	484	40.1	3200	72.2	j 26.4	5500
I-0802290003	2/28/2008	DLH Plating, LLC	100% Manhole			< 2.4	1170	513	16.7	2760	108	< 15	6530
I-0802290004	2/29/2008	DLH Plating, LLC	100% Manhole			< 2.4	1260	706	20.8	2360	176	< 15	12300
I-0802290005	2/29/2008	DLH Plating, LLC	100% Manhole	13	468								
I-0803030002	3/1/2008	DLH Plating, LLC	100% Manhole			j 2.4	2260	2050	41	1150	287	< 15	35600
I-0803030003	3/2/2008	DLH Plating, LLC	100% Manhole			j 5.4	2680	3080	36.1	622	310	< 15	45900
I-0803030004	3/3/2008	DLH Plating, LLC	100% Manhole			j 2.8	2980	2220	93.1	5640	223	< 15	27700
I-0803070001	3/4/2008	DLH Plating, LLC	100% Manhole			j 6.8	7740	2280	289	18600	126	105	16400
I-0803070005	3/7/2008	DLH Plating, LLC	100% Manhole	220	1300	14.3	5820	2620	108	11400	284	30.6	19900
I-0803100001	3/8/2008	DLH Plating, LLC	100% Manhole			23	1460	2430	48	1540	243	< 15	13000
I-0803100002	3/9/2008	DLH Plating, LLC	100% Manhole			19.2	1230	2510	29.4	815	240	< 15	12700
I-0803100003	3/10/2008	DLH Plating, LLC	100% Manhole			j 8.5	1410	2710	25.6	750	325	< 15	15500
I-0803100004	3/10/2008	DLH Plating, LLC	100% Manhole	143	327								
I-0803140001	3/11/2008	DLH Plating, LLC	100% Manhole			j 9.1	1550	2800	31.1	1310	317	< 15	17400
I-0803140002	3/12/2008	DLH Plating, LLC	100% Manhole			12.3	1640	2950	29.4	1240	326	< 15	18200
I-0803140003	3/13/2008	DLH Plating, LLC	100% Manhole			11.7	1510	2660	73.5	2450	247	< 15	11700
I-0803140004	3/14/2008	DLH Plating, LLC	100% Manhole			j 6	2400	1680	140	6580	91.2	53	5780
I-0803140005	3/14/2008	DLH Plating, LLC	100% Manhole	2700	6720								

Federal Limit
Local Limit

DLH Plating
Downstream Monitoring

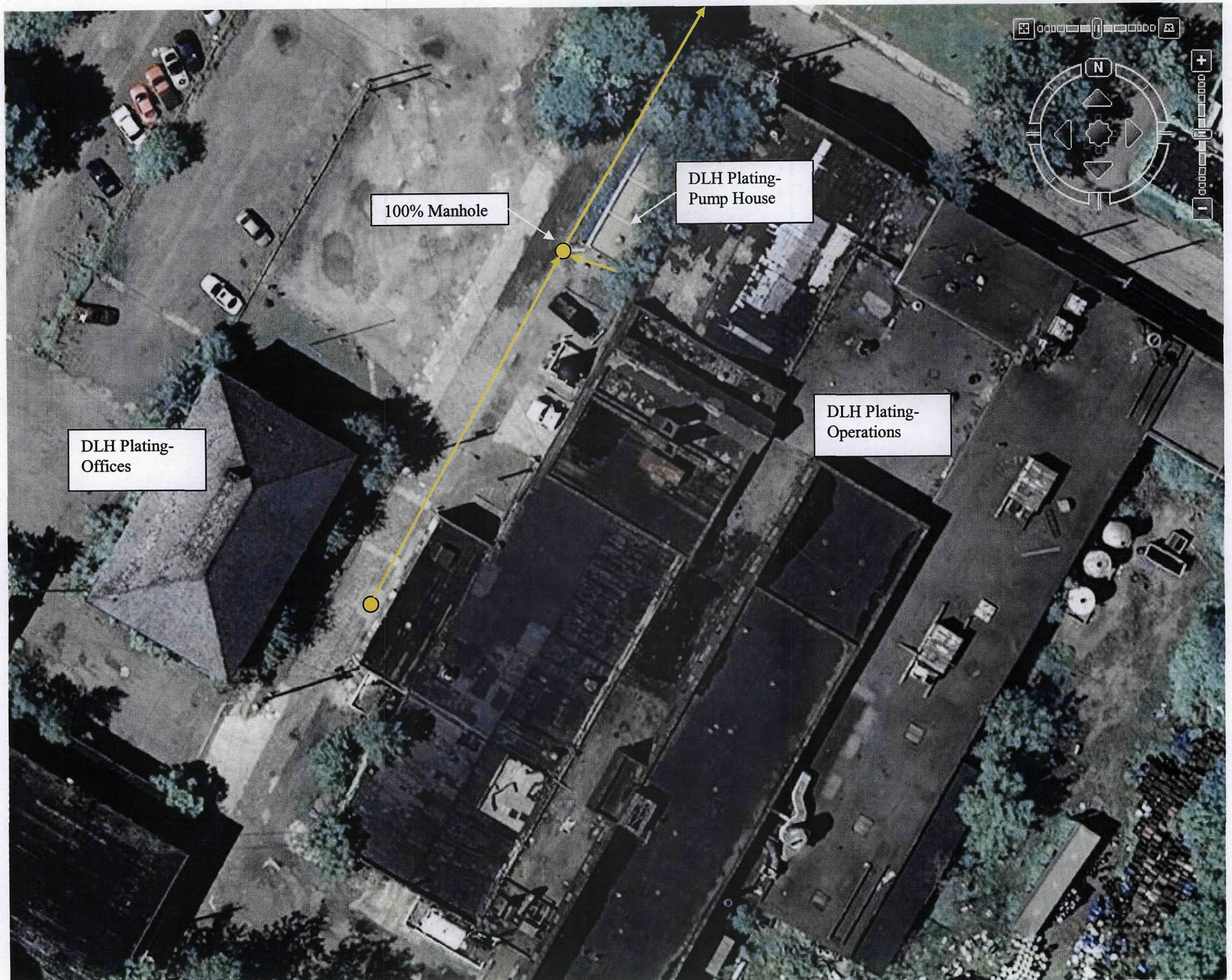
Sample ID	Collection Date	Client Location	Sample Point	Amenable CN	Total CN	Silver	Cadmium	Chromium	Copper	Iron	Nickel	Lead	Zinc
				NL	1999	NL	1200	7000	4500	NL	4100	800	4200
				2000	10000	NL	2000	25000	3000	50000	10000	2000	15000

Highlighted cells exceed limits

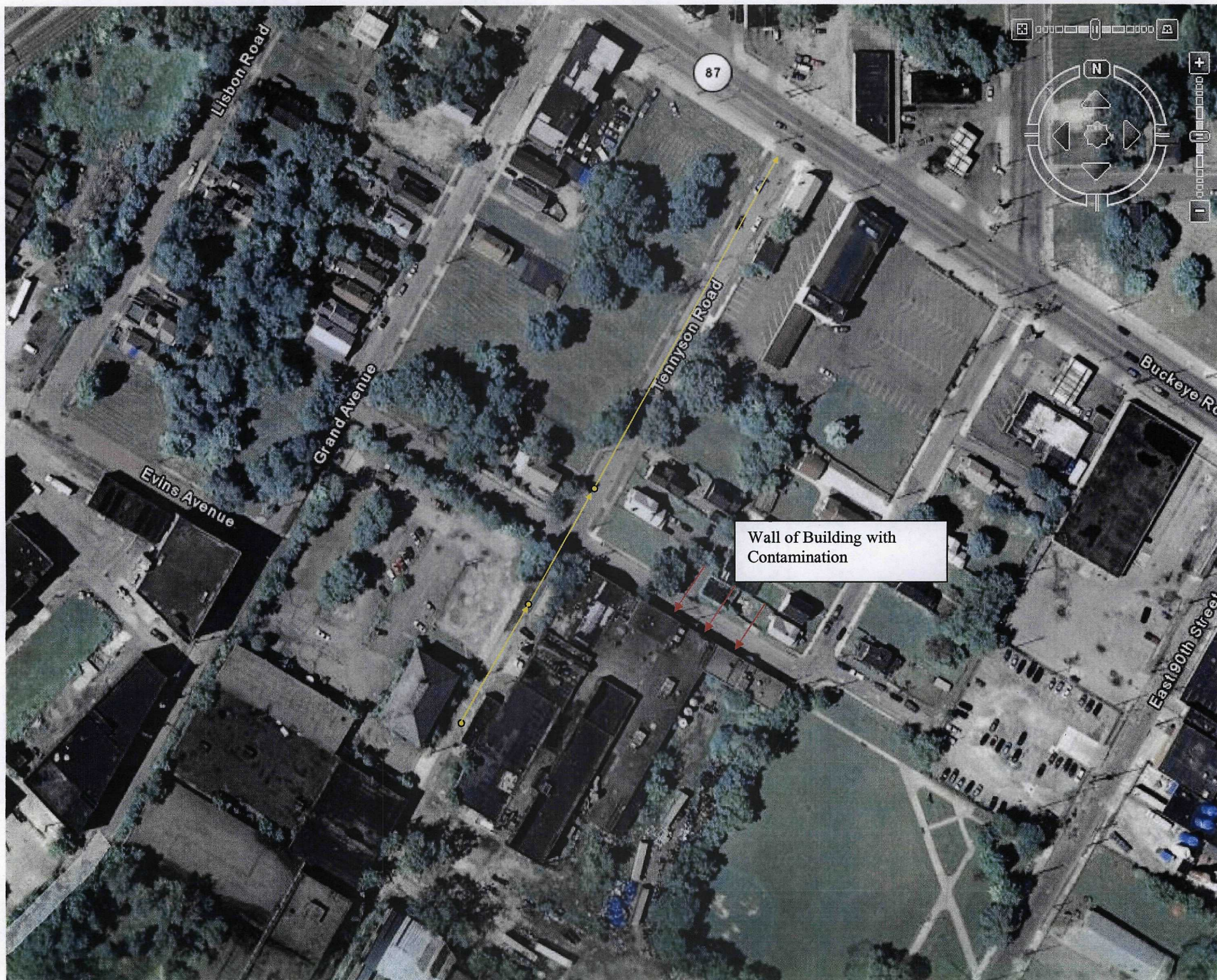
TAB 2













Northeast Ohio Regional
Sewer District

Protecting Your Health and Environment

1 of 1

Water Quality & Industrial Surveillance Chain of Custody

Sample ID: 
S P - 0 7 1 1 0 2 0 0 0 1

Parameter

Sample Number	SP-0711020001	Sample Login Date	11/2/2007
Sample Submitter	Scott Broski	Sample Type	Special
Source/Company	Miscellaneous Special Sample	Sample Point	Miscellaneous Special Sample
Grab/Composite	Grab	Number of Bottles	1
Collection Start Date	11/1/07 9:20	Collection End Date	11/1/07 9:20
Sample Priority	High	Analysis Priority	Metals (Spot Test for CN)
WWTP Name	Norte	Interceptor	None

Result Name	Received	Result Name	Received	Result Name	Received
Aluminum		Antimony		Arsenic	
Beryllium		Cadmium		Calcium	
Chromium		Cobalt		Copper	
Iron		Lead		Magnesium	
Manganese		Molybdenum		Nickel	
Potassium		Selenium		Silver	
Sodium		Thallium		Tin	
Titanium		Vanadium		Zinc	

Mid 11/15/02

Hazardous Waste Comments:

Sample collected from exterior wall of DLH Plating (Everts Road) Run spot test for Cyanide.
WARNING MAY BE HIGH IN CYANIDE!

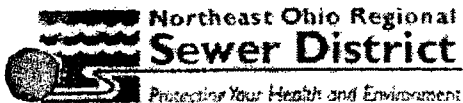
Relinquished Date: <u>November 2, 2007</u>				Received By: <u>[Signature]</u>	
Relinquished By: <u>[Signature]</u>				Employee Number: <u>2707</u>	
Employee Number: <u>4193</u>				Time Received: <u>09:50</u>	
Time Relinquished: <u>9:30</u>				Samples Received on Ice (Yes/No) <u>(No)</u>	
Aliquoted By: _____				Sample Temperature °C: _____	
Date and Time Aliquoted: _____					
Retain Information					
	Yes	No	Lot Number	Retain pH	Initial Sample Checks
Unpreserved					pH Adjustment
Sulfuric Acid					S.U.
Nitric Acid					BOD Adjusted pH:
Sodium Hydroxide					Composite pH:
					Chlorine Check (+/-)
					Analyst Initials:

Chain of Custody ID:


W Q 0 7 1 1 0 2 0 0 1

Date Printed

8:25



Northeast Ohio Regional
Sewer District

Protecting Your Health and Environment

Environmental Services 4747 East
49th Street Cuyahoga Hts., OH 44125

Phone: 216-641-6000

Client Location: Miscellaneous Special Sample

Certificate of Analysis

Reporting Number: SP-0711020001-1

Sample Number:

SP-0711020001

Collection Date and Time

11/1/2007 9:20:00 AM

Sample Point: Misc. Special Sample

Test	Result	Value	Units	MDL	Test	Result	Value	Units	MDL
TMET 200.7	Ag	<2.4	mg/Kg-Dry	2.4	TMET 200.7	Al	3360	mg/Kg-Dry	19
TMET 200.7	As	<24	mg/Kg-Dry	24	TMET 200.7	Be	<0.6	mg/Kg-Dry	0.6
TMET 200.7	Ca	38700	mg/Kg-Dry	130	TMET 200.7	Cd	7000	mg/Kg-Dry	3.5
TMET 200.7	Co	13.8	mg/Kg-Dry	3	TMET 200.7	Cr	47.9	mg/Kg-Dry	2
TMET 200.7	Cu	145	mg/Kg-Dry	1.7	TMET 200.7	Fe	8740	mg/Kg-Dry	4
TMET 200.7	K	1420	mg/Kg-Dry	429	TMET 200.7	Mg	3190	mg/Kg-Dry	37
TMET 200.7	Mn	96.4	mg/Kg-Dry	3.7	TMET 200.7	Mo	3.7	mg/Kg-Dry	3.3
TMET 200.7	Na	110000	mg/Kg-Dry	23	TMET 200.7	Ni	120	mg/Kg-Dry	5.2
TMET 200.7	Pb	<15	mg/Kg-Dry	15	TMET 200.7	Sb	<18	mg/Kg-Dry	18
TMET 200.7	Se	<32	mg/Kg-Dry	32	TMET 200.7	Sn	<15	mg/Kg-Dry	15
TMET 200.7	Ti	95.6	mg/Kg-Dry	1.6	TMET 200.7	Tl	<12.8	mg/Kg-Dry	8.6
TMET 200.7	V	21.8	mg/Kg-Dry	3	TMET 200.7	Zn	1100	mg/Kg-Dry	4
Total Cyanide Solids 335.4	Total CN-	2858	mg/Kg	190					

Comments:

j = The reported value is greater than the MDL but less than the PQL and is an estimated result.

AE = Result not valid

Certified By: 

Date Reported: 12/4/07

All sample results were analyzed by an approved EPA test method in 40 CFR part 136 Date and Time: 12/1/2007 5:37:19 AM



TAB 3

Field Notes for DLH Plating, LLC
Compiled from handwritten notes of Wade Balser and Frank Zingales

Facility, Address, and: DLH Plating, LLC
(dba Empigard Plating Company)
2801 Grand Avenue
Cleveland, Ohio 44104-3164
(216) 231-1067

Notification: LQG
US EPA ID number: OHD 004 170 650
Inspector: Wade Balser (WB)- lead, Frank Zingales (FZ) - assist
Date of Inspection: 01/04/08
Time In: 0950
Time Out: 1320

Facility Representatives: David Harper (DH), President
David Harper JR. (DJ), environmental coordinator

Purpose of Inspection: Compliance/Complaint inspection
Sample(s) Taken: No
Video Taken: Yes
Photograph(s) Taken: Yes

Meet with DH and DJ. WB stated DLH was scheduled to be inspected this year and Ohio EPA received a complaint from the NEORSD regarding waste on-site. DH stated he is the president and DJ is performing the environmental duties.

DH stated the company name was changed to DLH Plating , LLC in February 2005. Minority owned company. The company currently employs 8 people and operate one shift (plate from 4 am to noon, and ship noon to 4 pm). DH stated the facility is a zero discharge facility. All sewer connections at the facility have been blocked off and all piping has been capped (coordinated with NEORSD).

DH stated the company filed for Chapter 11 Bankruptcy in July 2007. Property is being leased from Grand Avenue Reality Company.

DH stated DLH Plating performs:

- Rack cadmium – cyanide;
- Hand Cadmium – cyanide;
- Rack zinc – chloride;
- Small zinc – alkaline barrel; and
- Small mechanical zinc plating.

DH stated that the automatic cadmium line has not operated in the last 3 years.

DH stated the on-site waste water treatment system was shut down because it cost too much to operate. DH stated clean rinse water was run through the system prior to shutting down.

DH stated all plating lines have dead rinse baths, no water lines are connected (occurred at the beginning of 2007). Spent rinse waters are placed into a tote where they are filtered and reused.

DH stated the pump house may be leaking according to NEORS. NEORS monitoring sewer.

DH stated the rolloff under the filter press contains waste from when the filter press was last used and Envirite stated solids may be put in the rolloff container.

DH stated building demolition (old heat treat buildings) began in October 2007 and stuff from the building demolition is being staged. The facility gathered drums from the buildings and have them staged inside the building near the filter press area.

DH stated few chemicals have been purchased this year due to reuse and limited operation. The company business is 70% automotive, 20% construction, and 10% government.

DH stated the gas supply to the facility has been shut off and the facility uses electric for heat. DH stated the company is paying CPP \$1500/week and water \$500/week through bankruptcy. DH stated the company uses a factoring company to handle their invoices. 60% of the business is subbed out to other local plating companies.

Empigard formed from N and W in June 1999; employees from N and W formed Empigard. Business went sour in 2004/2005, February 2005 laid off 70% of work force, DH bought assets of Empigard and formed DLH dba as Empigard. Pavco makes the Empigard coating which is applied to parts for corrosion protection.

DH stated the company borrowed money (\$500,000) from Sky Bank to repair the cadmium auto line. New repairs did not work. Line full of cadmium sludge solution. Sky Bank wants their money or the equipment, Sky Bank asked for quote from Envirite for cleanup of cad auto line. Once cleanup of equipment done, Sky Bank plans to sell it. Sludge remains in the line, approximately 1,000 pounds (2 foot deep by 30 feet long).

Envirite sampled the sludge in the cadmium auto line and solutions (in pump house and 17 totes). Pump house reportedly contains rain water (all facility piping/drains use to lead to pump house). Totes contain spent rinse waters, no

longer able to filter. DH stated waiting for Envirote to come take the waste. The facility owes Envirote money, but Frank Nagorney (property owner) said he would pay for the disposal. DH stated the cadmium auto reverse cleaner was also sampled.

Holding tanks (at filter press area) need to be sampled, not done as of yet. Tanks are 2500 to 3000 gallon and contain treated waste that was not run through the filter press.

The last off-site disposal of hazardous waste was on 7/14/06, manifest #55943, 20 yards F006 and F008 HW. Previous manifest of 3/14/06 to Envirote, 25 yards, F006/F008 HW, manifest document # 60674.

DJ stated the 7/14/06 hazardous waste manifest corresponds to the approximate last time they ran the filter press. Waste on-site in rolloff container was mainly liquid, filter press did not operate properly and was not fixed. DH stated the entire facility waste water treatment system was shut down in February/March 2007. Rinse waters currently being generated are filtered, placed in a tote, and left to sit for week prior to reuse. DH stated they have not had any turnover in their plating baths.

The facility concreted sewers by order of NEORSD.

DH stated the 17 totes on-site can not be re-used, can not treat or discharge them either.

Drums being stored onsite: 90% came from buildings being demolished, other generated through plating operations. Waste evaluation of drums has not been completed. DJ stated that drums of chemicals found in the buildings after demolition began, brought over to the chemical storage area, decision by Frank Nagorney and DH to bring drums over.

Cadmium sludge needs to be removed from cad auto line and disposed

Pump House needs to be emptied and disposed.

Three Holding tanks (prior to filter press) needs to be disposed.

Rolloff box contains hw, needs to be disposed. DJ stated two loads were dumped, not full.

WALKTHROUGH:

WB obtained video documentation of the facility using Canon ZR10 Digital Video Camcorder. FZ conducted photograph documentation. Facility tour with DJ.

PUMP HOUSE:

Initial rinse water went to four holding tanks. NEORSD sampled and did dye test to determine source of contamination in the sewer. In March 2007 tanks were emptied and flushed with clean water. In October/November area began filling with water before sewers had been plugged. DJ estimated water came from rain and drains inside the facility.

WASTE WATER TREATMENT AREA (Pollution Control System):

Observed six tanks:

- Chromium tank, DJ stated contained clean/flush water;
- Cyanide tank, DJ stated contained clean/flush water;
- Sodium metabisulfite tank, DJ stated contained clean/flush water;
- Neutralization tank #1, DJ stated contained clean/flush water;
- Neutralization tank #2, DJ stated empty;
- Sulfuric Acid tank, DJ stated empty.

MAIN PLANT AREA

FILTER PRESS AREA (near cadmium hand line):

- Observed rolloff box with waste, start accumulation date was 7-14-07;
- Observed three holding tank with waste (#1 full, #2 full, #3 ¼ full.)
- Clarifier and water tank was empty.

FILTER PRESS DRUM AREA:

- Observed 43, 20-gallon drums containing sludge removed from the cadmium auto line. Drums generated when the facility recovered the cadmium balls.
- Observed 54, 55-gallon drums with unknown contents. Drums recovered from when building demolition occurred.
- Observed 4, 55-G plastic drums of waste chromate solution. Labeled as "Chromate Solution 8/25/06."
- Observed 1 tote.
- Observed out-service plating vat with unknown contents and debris. DJ indicated that he had never seen this line in operation, thought it was a lead-nickel plating line.

CADMIUM HAND LINE ROOM:

- Observed releases of waste to the floor.
- Observed several plating tanks with unknown contents, tanks no longer being used.
- Limited number of tanks/vats being used – located along the wall.

CADMIUM AUTO LINE:

- Observed sludge and liquids in large open vats.
- Observed sludge on walkway and ground.
- NEORSD documented elevated levels of metals on outside facility wall.

TOTE AREA: located between cadmium auto line and zinc auto line

- Observed 14 totes. DJ indicated 11 were waste and 3 were "disaster rinse" that could be used if needed. DJ indicated that the 11 totes cannot be reused and needed to be disposed. The other 3 totes were from acid rinses.
- Tote #14 marked as "Plating Rinse 9-24-07"
- Tote #4 marked as "Plating Rinse 9-24-07"
- Tote #3 marked as "Acid Rinse & Zinc Rinse No-Good Sep-9-07"
- Tote 17 marked as "Cad Rinse No Good Sep-10-07"
- Tote 16 marked as "Cad Rinse No Good Sep-21-07" and "Plating Rinse 9-24-07"
- Facility burning wood for heat use.
- Observed several aerosol cans. DJ stated cans were put in with garbage.

CHEMICAL STORAGE AREA #1:

- DJ stated 5-gallon containers of Blue Additive and 3, 55-gallon blue poly drums were being used at the facility. The remaining containers were an old accumulation of chemicals which the facility no longer has a use for.
- Observed 14, 55-gallon drums.
- Observed 40, 5-gallon containers.

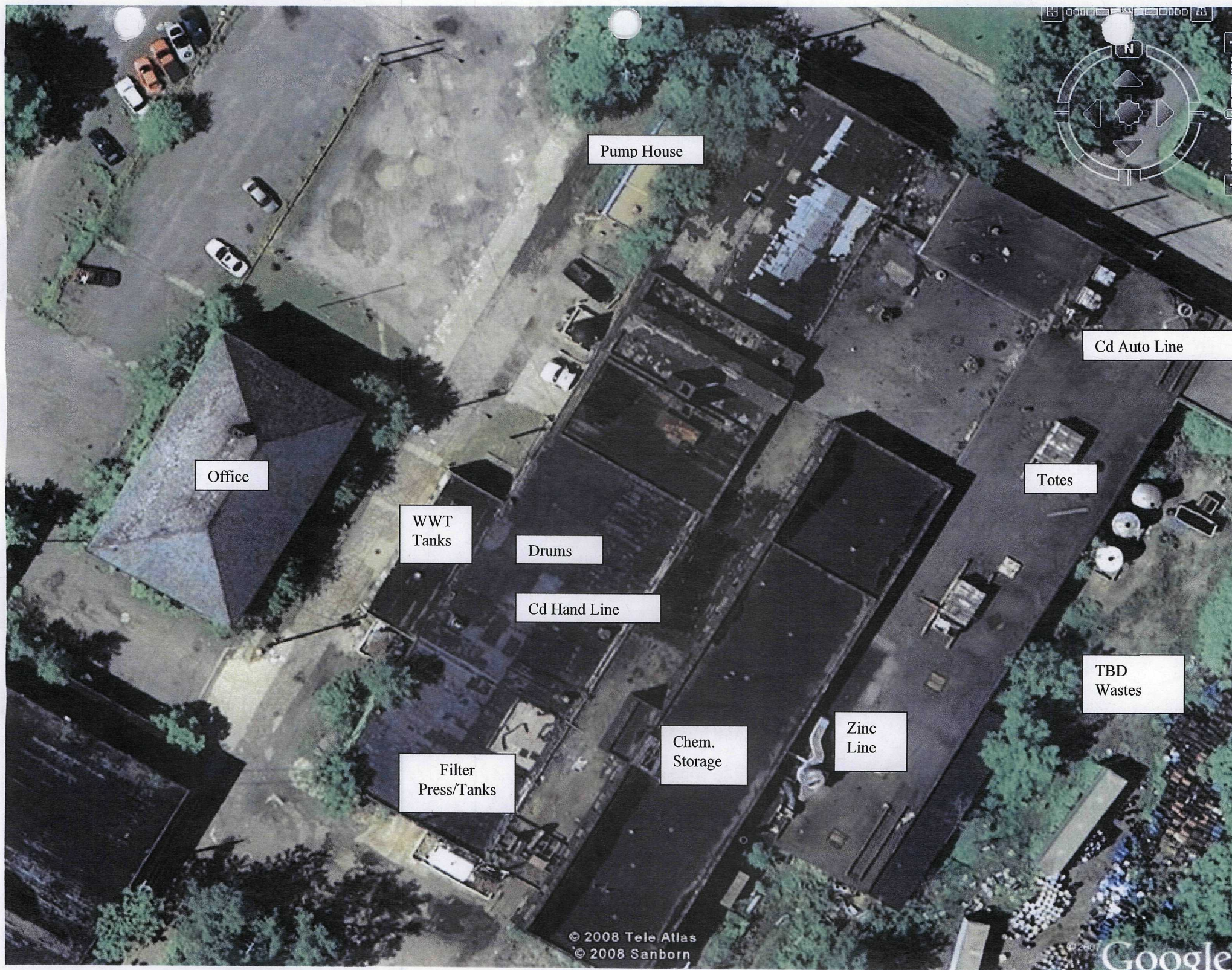
DEMOLITION BUILDING AREA:

- Observed several black bags with unknown contents.
- Observed 10, 55-gallon drums with unknown contents.
- Observed 1 tote with unknown contents.

DJ stated any drums remaining outside the facility belong to Gray Container.

Meet with DH and DJ. DH stated the facility contingency plan had not been updated. DJ is the only person who received personnel training (NEORSD on 5/17/07 and OEPA on 12/5/07). DH stated no inspection records (container and emergency equipment) were being performed. DJ stated the facility does have an emergency spill kit. DH to email WB the name of the demolition contractor. WB to compile list of tanks, drums and spillage that was observed. Letter concerning inspection to be sent within about 2 weeks. Need to characterize and get waste off-site.

Left facility.



Pump House

Office

WWT
Tanks

Drums

Cd Hand Line

Filter
Press/Tanks

Chem.
Storage

Zinc
Line

Cd Auto Line

Totes

TBD
Wastes

<p align="center"> Ohio EPA Photo Log Site: DLH Plating, LLC dba Empigard Plating Co. January 4, 2008 All digital photographs taken and logged by Frank Zingales. All times on photos 1 hour ahead of actual time. DHWM Digital Camera #5 - Nikon Coolpix 5600 </p>	
Photo #	Description
Photos 1 to 7, Area – Pump House	
1 – 6	Interior of Pump House. Note pit and tanks filled with liquids.
7	Exterior of Pump House.
Photos 8 to 12, Area – Pollution Control System	
8	Chromate tank.
9	Cyanide tank.
10	Neutralization tank #1.
11	Neutralization tank #2.
12	Sulfuric acid tank (on left), sodium metabisulfite tank (on right).
Photos 13 to 62, Area – Hand Cadmium Line	
13 – 16	Perspective of containers in area.
17 - 23	Cyanogran sodium cyanide containers filled with plating wastes.
24	Containers removed from buildings that were demolished.
25, 26	View of release/crystalline waste on floor.
27 – 32	Liquid waste release observed on floor. Liquids from spin dryer at Hand Cadmium Line.
33 - 39	Plating tanks no longer in use at Hand Cadmium Line.
40 - 41	Perspective of containers in area.
42, 43	Sludge like waste on floor.
44, 45	Perspective of containers in area.
46 - 48	Former lead-nickel plating line. Not in use. Waste in plating tanks.
49 – 53	Roll-off box with hazardous waste contents (F006/F008 sludge/liquids). Accumulation start date 7/14/06.
54, 55	Sludge tank #1.
56	Sludge tank #2.
57	Sludge tank #3.
58	Water tank.

59	Clarifier unit.
60	View of contents observed in sludge tank #1.
61	View of contents observed in sludge tank #2.
62	View of contents observed in sludge tank #3.
Photos 63 to 68, Area – Automatic Cadmium Line	
63 - 68	Automatic Cadmium Line. Not in use. Waste in plating tanks.
Photos 69 to 87, Area between Auto Cad Line and Auto Zinc Line.	
69	Wood burning for heat.
70	Perspective of rinse totes.
71	Acid rinse totes.
72 - 74	Totes with plating rinse wastes.
75, 76	Tote #14 marked as "Plating Rinse 9-24-07"
77 - 79	Tote #4 marked as "Plating Rinse 9-24-07"
80 - 82	Tote #3 marked as "Acid Rinse & Zinc Rinse No-Good Sep-9-07"
83	Tote 17 marked as "Cad Rinse No Good Sep-10-07"
84 - 86	Tote 16 marked as "Cad Rinse No Good Sep-21-07" and "Plating Rinse 9-24-07"
87	Waste aerosol cans.
Photos 88 to 95, Chemical Storage Area #1.	
88 - 94	Perspective of containers in area.
95	Liquid waste release observed on floor.
Photos 96 to 106, Building Demolition Area.	
96, 97	Black bags filled with unknown material.
98 – 100	Insulation observed on ground.
101, 102	Containers in area.
103 – 105	Perspective of demolition area.
106	Insulation.
Photos 107 to 112, Area – Evarts Road.	
107 – 110	Exterior wall of Automatic Cadmium Line located along Evarts Road.
111	Looking west along Evarts Road. Residential area.
112	Looking east along Evarts Road. Residential area. Park/playground in background.



DLH Plating 026



DLH Plating 027



DLH Plating 021



DLH Plating 022



DLH Plating 023



DLH Plating 024



DLH Plating 025



DLH Plating 020



DLH Plating 001



DLH Plating 004



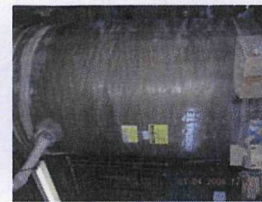
DLH Plating 005



DLH Plating 006



DLH Plating 007



DLH Plating 008



DLH Plating 017



DLH Plating 015



DLH Plating 016



DLH Plating 012



DLH Plating 013



DLH Plating 014



DLH Plating 010



DLH Plating 011



DLH Plating 009



DLH Plating 002



DLH Plating 003



DLH Plating 018



DLH Plating 019



DLH Plating 028



DLH Plating 029



DLH Plating 030



DLH Plating 031



DLH Plating 032



DLH Plating 033



DLH Plating 034



DLH Plating 035



DLH Plating 036



DLH Plating 037



DLH Plating 038



DLH Plating 039



DLH Plating 040



DLH Plating 041



DLH Plating 042



DLH Plating 043



DLH Plating 044



DLH Plating 045



DLH Plating 046



DLH Plating 047



DLH Plating 048



DLH Plating 049



DLH Plating 050



DLH Plating 051



DLH Plating 052



DLH Plating 053



DLH Plating 054



DLH Plating 055



DLH Plating 056



DLH Plating 057



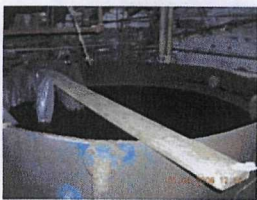
DLH Plating 058



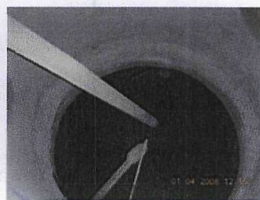
DLH Plating 059



DLH Plating 060



DLH Plating 061



DLH Plating 062



DLH Plating 063



DLH Plating 064



DLH Plating 065



DLH Plating 066



DLH Plating 067



DLH Plating 068



DLH Plating 069



DLH Plating 070



DLH Plating 071



DLH Plating 072



DLH Plating 073



DLH Plating 074



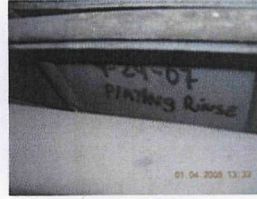
DLH Plating 075



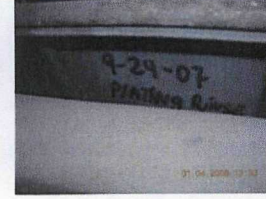
DLH Plating 076



DLH Plating 077



DLH Plating 078



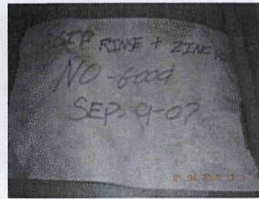
DLH Plating 079



DLH Plating 080



DLH Plating 081



DLH Plating 082



DLH Plating 083



DLH Plating 084



DLH Plating 085



DLH Plating 086



DLH Plating 087



DLH Plating 088



DLH Plating 089



DLH Plating 090



DLH Plating 091



DLH Plating 092



DLH Plating 093



DLH Plating 094



DLH Plating 095



DLH Plating 096



DLH Plating 097



DLH Plating 098



DLH Plating 099



DLH Plating 100



DLH Plating 101



DLH Plating 102



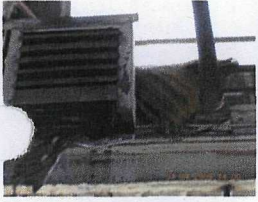
DLH Plating 103



DLH Plating 104



DLH Plating 105



DLH Plating 106



DLH Plating 107



DLH Plating 108



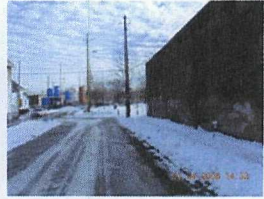
DLH Plating 109



DLH Plating 110



DLH Plating 111



DLH Plating 112

TAB 4

1



State of Ohio Environmental Protection Agency

Northeast District Office

2110 East Aurora Rd.
Twinsburg, Ohio 44087

TELE: (330) 963-1200 FAX: (330) 487-0769
www.epa.state.oh.us

Ted Strickland, Governor
Lee Fisher, Lieutenant Governor
Chris Korleski, Director

January 17, 2008

RE: DLH PLATING, LLC
OHD 004 170 650
CUYAHOGA COUNTY
NOV

Mr. David Lee Harper, Sr.
DLH Plating, LLC dba Empigard Plating Co.
2801 Grand Ave.
Cleveland, OH 44104

CERTIFIED MAIL

Mr. Frank Nagorney
Grand Avenue Realty Company
2800 Grand Ave.
Cleveland, OH 44104

Dear Mr. Harper and Mr. Nagorney:

On January 4, 2008, the Ohio Environmental Protection Agency (Ohio EPA), Division of Hazardous Waste Management, conducted a compliance evaluation inspection (CEI) at DLH Plating, LLC's (DLH) facility located in Cleveland, Ohio. DLH was inspected to determine its compliance with Ohio's hazardous waste laws as found in Chapter 3734 of the Ohio Revised Code (ORC), and the rules promulgated thereunder in Chapter 3745 of the Ohio Administrative Code (OAC). The inspection included a review of the facility's operations, as well as the management of wastes.

Ohio EPA identified the following violations of Ohio's hazardous waste rules. In order to correct these violations and address Ohio EPA's concerns, DLH must do the following and send me the required information **within 30 days** of the date of this letter:

1. Waste Evaluation, OAC rule 3745-52-11:

Any person who generates a waste, as defined in OAC rule 3745-51-02, must determine if that waste is a hazardous waste.

DLH must evaluate the contents of the flooded pump house. DLH stated the liquid in the pump house was emptied in March 2007 and began filling up again in October 2007. The pump house also contains four tanks formerly used to collect spent rinse waters.

In order to abate this violation, DLH must submit waste evaluation results (liquid and sludge) and identify how the waste stream(s) will be managed.

2. Waste Evaluation, OAC rule 3745-52-11:

Any person who generates a waste, as defined in OAC rule 3745-51-02, must determine if that waste is a hazardous waste.

DLH must evaluate the contents of the six tanks at the waste water treatment area (chromium tank, cyanide tank, sodium tank, neutral tank 1, neutral tank 2, and sulfuric acid tank). The facility stated the entire waste water treatment system was shut down in February/March 2007.



In order to abate this violation, DLH must submit waste evaluation results for each tank and identify how the waste streams will be managed. If a tank is empty, please submit a photograph to confirm that it has no contents.

3. Waste Evaluation, OAC rule 3745-52-11:

Any person who generates a waste, as defined in OAC rule 3745-51-02, must determine if that waste is a hazardous waste.

DLH must evaluate the contents of 43, 20-gallon drums containing sludge removed from the Cadmium Auto Line. The drums were located near the filter press/Cadmium Hand Line area. The facility stated the waste was generated when the facility recovered the cadmium balls used at the Cadmium Auto Line. The Cadmium Auto Line has not been in operation for three years.

In order to abate this violation, DLH must submit an inventory for all of the containers in the area, submit waste evaluation results for the containers and indicate how the waste streams will be managed.

4. Waste Evaluation, OAC rule 3745-52-11:

Any person who generates a waste, as defined in OAC rule 3745-51-02, must determine if that waste is a hazardous waste.

DLH must evaluate the contents of 54, 55-gallon drums and one tote located near the filter press/Cadmium Hand Line area. A majority of the 55-gallon drums were removed from buildings being demolished on the property in October 2007. However, four of the drums contained chromate solution which were generated from DLH's plating operations on August 25, 2006.

In order to abate this violation, DLH must submit an inventory for all of the containers in the area, submit waste evaluation results for each container, and indicate how the waste streams will be managed.

5. Waste Evaluation, OAC rule 3745-52-11:

Any person who generates a waste, as defined in OAC rule 3745-51-02, must determine if that waste is a hazardous waste.

DLH must evaluate the contents of a large out of service plating vat located at northwest end of the filter press area. The vat contained unknown contents and debris.

In order to abate this violation, DLH must submit waste evaluation results and identify how the waste stream will be managed.

6. Waste Evaluation, OAC rule 3745-52-11:

Any person who generates a waste, as defined in OAC rule 3745-51-02, must determine if that waste is a hazardous waste.

DLH must evaluate the contents of several out of service plating vats with contents located along the Cadmium Hand Line area.

In order to abate this violation, DLH must submit waste evaluation results for each plating vat that is no longer being used, and indicate how the waste streams will be managed.

7. Waste Evaluation, OAC rule 3745-52-11:

Any person who generates a waste, as defined in OAC rule 3745-51-02, must determine if that waste is a hazardous waste.

DLH must evaluate the releases of waste to the floor at the north end of Cadmium Hand Plating Line, as well as amongst the containers found in this area.

In order to abate this violation, DLH must immediately cleanup and containerize the releases, submit waste evaluation results, and indicate how the waste streams will be managed.

8. Waste Evaluation, OAC rule 3745-52-11:

Any person who generates a waste, as defined in OAC rule 3745-51-02, must determine if that waste is a hazardous waste.

DLH must evaluate the contents of accumulated sludge in the Cadmium Auto Line and releases of waste to the floor. The facility stated the Cadmium Auto Line has not been in operation for three years. In addition, Ohio EPA and NEORSD noted the potential releases of hazardous constituents from the Cadmium Auto Line on the outside wall of the facility along Evarts Road.

In order to abate this violation, DLH must immediately cleanup and containerize the releases, submit waste evaluation results for the sludge, and indicate how the waste stream will be managed.

9. Waste Evaluation, OAC rule 3745-52-11:

Any person who generates a waste, as defined in OAC rule 3745-51-02, must determine if that waste is a hazardous waste.

DLH must evaluate the contents of 14 totes located between the Cadmium Auto Line and the Zinc Auto Line.

In order to abate this violation, DLH must submit waste evaluation results for each tote, and indicate how the waste streams will be managed.

10. Waste Evaluation, OAC rule 3745-52-11:

Any person who generates a waste, as defined in OAC rule 3745-51-02, must determine if that waste is a hazardous waste.

DLH must evaluate the contents of 14, 55-gallon drums and 40, 5-gallon containers located at Chemical Storage Area #1. The facility stated that a majority of chemicals are no longer used at the facility.

In order to abate this violation, DLH must submit an inventory for all of the containers in the area, submit waste evaluation results for each container, and indicate how the waste streams will be managed.

11. Waste Evaluation, OAC rule 3745-52-11:

Any person who generates a waste, as defined in OAC rule 3745-51-02, must determine if that waste is a hazardous waste.

DLH must evaluate the contents of 10, 55-gallon drums and one tote located in the building (undergoing demolition) north of the main office area.

In order to abate this violation, DLH must submit waste evaluation results for each container, and indicate how the waste streams will be managed.

12. Waste Evaluation, OAC rule 3745-52-11:

Any person who generates a waste, as defined in OAC rule 3745-51-02, must determine if that waste is a hazardous waste.

DLH must evaluate spent aerosol cans prior to disposal. DLH stated its spent cans are currently being disposed in general garbage. If you intend to throw away non-empty aerosol cans, you must evaluate the contents to determine if they are hazardous and then properly manage them. To ensure aerosol cans do not contain a significant amount of liquid, Ohio EPA suggests puncturing and recycling the metal can, and collecting the contents for waste evaluation.

In order to abate this violation, the facility must evaluate its spent aerosol cans and indicate how they will be managed. In addition, DLH must submit a written plan that indicates how the facility will evaluate and manage its spent aerosol cans in the future.

13. Waste Evaluation, OAC rule 3745-52-11:

Any person who generates a waste, as defined in OAC rule 3745-51-02, must determine if that waste is a hazardous waste.

DLH failed to evaluate its spent fluorescent lamps prior to disposal. DLH stated its spent lamps are currently being disposed with general garbage.

In order to abate this violation, the facility must submit either waste evaluation results for the spent lamps; or a written universal waste lamp management procedure that identifies how the spent lamps will be managed while accumulating on-site and where they will be sent for recycling.

Ohio EPA's guidance documents on fluorescent lamp management may be found at: <http://www.epa.state.oh.us/dhwm/guidancedocs.html#fluorescent>

14. Unpermitted Storage, ORC §3734.02 (E) and (F):

No person shall store, treat, or dispose of hazardous waste identified or listed under this chapter and rules adopted under it, regardless of whether generated on or off the premises where the waste is stored, treated, or disposed of, or transport or cause to be transported any hazardous waste identified or listed under this chapter and rules adopted under it to any other premises, except at or to a hazardous waste facility operating under a permit issued in accordance with this chapter or those listed in ORC §3734.02(F)(2) through (5).

DLH conducted unpermitted storage of a hazardous waste in excess of 90 days without a permit or an extension from the director. The waste is located in three holding tanks (#1-full, #2-full, and #3¼- full) at the filter press area. The holding tanks contain F006 and F008 hazardous waste. This waste stream was last disposed off-site on July 14, 2006. The facility stated the entire waste water treatment system was shut down in February/March 2007.

In order to demonstrate efforts towards abating this violation, the facility must arrange for the off-site shipment and disposal of the hazardous waste and submit the supporting documentation for review.

Since DLH violated ORC §3734.02(E) and (F), the facility is subject to all applicable general facility standards found in OAC Chapters 3745-54 and 55, including closure of hazardous waste management unit areas. Additionally, at any time Ohio EPA may assert its right to have DLH begin facility-wide cleanup pursuant to the Corrective Action process under Ohio law.

15. Unpermitted Storage, ORC §3734.02 (E) and (F):

No person shall store, treat, or dispose of hazardous waste identified or listed under this chapter and rules adopted under it, regardless of whether generated on or off the premises where the waste is stored, treated, or disposed of, or transport or cause to be transported any hazardous waste identified or listed under this chapter and rules adopted under it to any other premises, except at or to a hazardous waste facility operating under a permit issued in accordance with this chapter or those listed in ORC §3734.02(F)(2) through (5).

DLH conducted unpermitted storage of a hazardous waste in excess of 90 days without a permit or an extension from the director. The hazardous waste is located in a roll-off box under the filter press. The roll-off box contains F006 and F008 hazardous waste and was dated July 14, 2006.

In order to demonstrate efforts towards abating this violation, the facility must arrange for the off-site shipment and disposal of the hazardous waste and submit the supporting documentation for review.

Since DLH violated ORC §3734.02(E) and (F), the facility is subject to all applicable general facility standards found in OAC Chapters 3745-54 and 55, including closure of hazardous waste management unit areas. Additionally, at any time Ohio EPA may assert its right to have DLH begin facility-wide cleanup pursuant to the Corrective Action process under Ohio law.

16. Contingency Plan, OAC rules 3745-65-51, 65-52, 65-53 and 65-55:
Each owner or operator shall have a contingency plan for the facility

DLH violated all the applicable requirements of this rule by failing to have a contingency plan available for review during the inspection.

In order to abate this violation, DLH must develop and submit a contingency plan for review. Upon Ohio EPA's approval of the plan, DLH must submit documentation (certified mail receipt or copy of cover letter) verifying its distribution to emergency authorities. An example contingency plan may be found in Ohio EPA's Generator Handbook (November 2005) at: <http://www.epa.state.oh.us/dhwm/guidancedocuments.html>

17. Testing and Maintenance of Equipment, OAC rule 3745-65-33:
All facility communication or alarm systems, fire protection equipment, spill control equipment, and decontamination equipment must be tested and maintained as necessary to assure its proper operation in time of emergency. The owner/operator must record the inspections in a log or summary.

DLH failed to conduct and record emergency equipment inspections.

In order to abate this violation, the facility must submit a written inspection schedule (i.e. that outlines the frequency for inspecting and testing emergency equipment) and a copy of a completed inspection log for review. An example inspection log is enclosed.

18. Inspections, OAC rule 3745-66-74:
The owner or operator must inspect areas where containers are stored, at least weekly, looking for leaks and deterioration caused by corrosion or other factors. The owner or operator must record inspections in an inspection log or summary.

The facility failed to conduct and record container accumulation area inspections on a weekly basis.

In order to abate this violation, the facility must state how it will comply with this rule and submit two consecutive weeks of completed inspection logs. An example inspection log is enclosed.

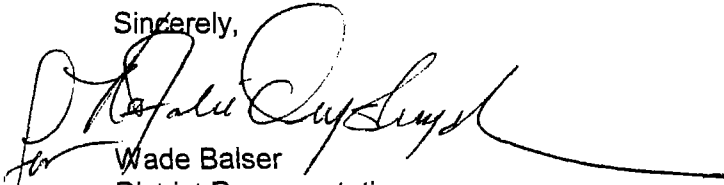
Ohio EPA's Office of Compliance Assistance and Pollution Prevention (OCAPP) provides free compliance and pollution prevention assistance on environmental issues related to air, land and water. Should your facility be interested in receiving a free pollution prevention assessment in the future, please feel free to contact me or OCAPP. OCAPP may be contacted at: (800) 329-7518 or <http://www.epa.state.oh.us/opp/ocapp.html>.

The Division of Hazardous Waste Management has created an electronic news service to provide you with quick and timely updates on events and news related to hazardous waste activities in Ohio. If you haven't already, we encourage you to sign-up for this free service. You can find more information at the following Web link <http://www.epa.state.oh.us/dhwm/listserv.html>. Please feel free to share this information with your colleagues.

DLH PLATING, LLC
JANUARY 17, 2008
PAGE - 7 -

Enclosed you will find a copy of Ohio EPA's completed inspection checklists. Should you have any questions, please feel free to call Frank Zingales at (330) 963-1108 or me at (330) 963-1278. You can find copies of the rules and other information on the DHWM's web page at <http://www.epa.state.oh.us/dhwm>.

Sincerely,



Wade Balser
District Representative
Division of Hazardous Waste Management

WB:ddw

Enclosure

cc: Natalie Oryshkewych, DHWM, NEDO
Frank Zingales, DHWM, NEDO
ec: Scott Broski, NEORSD (Broskis@NEORSD.org)
Harry Sarvis, DHWM, CO

NOTICE:

Please be aware that additional violations may be cited upon review of the requested documentation. Ohio EPA's failure to list specific deficiencies or violations in this letter does not relieve your company from having to comply with all applicable regulations.

**City of Cleveland**

Frank G. Jackson, Mayor

Department of Public Safety
Division of Fire
Paul A. Stubbs, Chief
1645 Superior Avenue
Cleveland, Ohio 44114-2884
216/664-6600 • Fax: 216/664-6815
www.cleveland-mugov

BY HAND-DELIVERY

March 25, 2008

Mr. David Lee Harper, Owner
DLH Plating, LLC.
2801 Grand Ave
Cleveland, Ohio 44104

RE: DLH Plating, LLC
2801 Grand Avenue
**Order to Cease
Operations**

Dear Mr. Harper

Pursuant to the authority of the Fire Chief and his authorized representatives of the City of Cleveland in Cleveland Codified Ordinances Section 381.04(a)(b)(c)(d) and (e), you are hereby ordered to **IMMEDIATELY CEASE OPERATIONS** of the electroplating tanks and operations at your facility. Until further notice, Electroplating Operations shall be taken out of service and it shall be secured and safeguarded in an approved fashion in accordance with the City and Ohio Fire Codes.

On March 25, 2008, the following hazardous conditions were observed by Captain Michael Dziak throughout the electroplating operations:

1. There was open burning inside of the Electroplating Building. An illegal "home made" wood burning stove is being utilized to heat the building, in violation of CCO SEC. 3131.05 (a), (b) and (c).
2. The sprinkler system inside the Electroplating Building is out of service. The control valve on the sprinkler riser has been removed and the branch lines and sprinkler heads are corroded due to the plating operations, in violation of CCO SEC. 389.34 (a), (b).

An Equal Opportunity Employer

March 25, 2008
DLH Plating, LLC.
2801 Grand Ave
Order to Cease Operations

Page 2 of 4

3. The fire alarm system is out of service. There was no electrical service or power to the fire alarm panel, in violation of CCO SEC. 391.17 (a).
4. There are leaking plating tanks inside the Electroplating Building. There is spillage of unknown liquids on the floor around the plating tanks, in violation of CCO SEC. 385.48 (a).
5. There are damaged plating tanks with unknown liquids inside, in violation of CCO SEC. 385.48(a).
6. There are numerous holes in the roof leaking rain and debris into the electroplating tanks, in violation of CCO SEC. 3137.03 (a).
7. There are open electrical junction boxes and exposed wiring. Numerous electrical boxes are corroded from the exposure to the plating operations, in violation of CCO SEC. 3137.03 (a).
8. There are numerous electrical extension cords submerged in water used within the plating tanks and surrounding operations, in violation of CCO SEC. 3137.03 (a).
9. There is chemical spillage throughout the process and storage areas of the Electroplating Building, in violation of CCO SEC. 385.48 (a).
10. The dikes surrounding the plating tanks are filled with debris, in violation of CCO SEC. 385.47 (d).
11. There are numerous barrels with hazardous waste that are not labeled or identified. The chemical storage area and containers are not labeled properly, in violation of CCO SEC. 393.06 (a),(b),(c),and (d).
12. There are sludge wastes throughout the electroplating building. Empty plating tanks are being utilized as waste receptacles and have unidentified liquids, in violation of CCO SEC. 393.06 (a),(b),(c),and (d).

March 25, 2008
DLH Plating, LLC.
2801 Grand Ave
Order to Cease Operations

Page 3 of 4

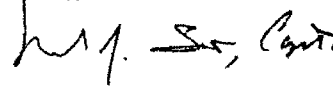
Accordingly, under CCO SEC. Sec. 381.04 you are hereby ordered **IMMEDIATELY TO CEASE USE** of all operations and immediately abate the hazardous and dangerous condition. This **EMERGENCY CEASE USE ORDER** shall remain in effect until all the above violation are abated.

Should you intend to place the electroplating operations back into service, you must first obtain the services of a certified Professional Engineer to review the operations of your electroplating business. You must apply to the Fire Prevention Bureau for all required permits regarding electroplating operations. You are also required to have a Professional Engineer review the Electroplating Building for any and all deficiencies. A copy of the final engineer's report must be sent to the Cleveland Fire Prevention Bureau for review. You may not place the process tanks back in service until all of these orders are complied with and written approval is obtained from the City of Cleveland Division of Fire.

You may appeal this order by filing written notice with the City of Cleveland Board of Building Standards and Building Appeals, 601 Lakeside Avenue, Room 516, Cleveland, City Hall, Cleveland, OH 44114. You should also send a copy of your notice of appeal to the attention of Captain Mark Scott, Fire Marshal, City of Cleveland, Fire Prevention Bureau, 1645 Superior Avenue East, Cleveland, OH 44114.

BECAUSE THIS IS AN EMERGENCY CONDITION, UNDER CCO SEC. 381.04(e), THE FILING OF AN APPEAL DOES NOT STAY COMPLIANCE AND ENFORCEMENT OF THIS ORDER. If you have any questions, you may call Captain Michael Dziak at the Cleveland Fire Prevention Bureau, [216] 664-6664. The Bureau's FAX is [216] 664-6681.

Sincerely,



Mark J. Scott, Captain
Fire Marshal

MJS/mpd

March 25, 2008
DLH Plating, LLC.
2801 Grand Ave
Order to Cease Operations

Page 4 of 4

cc: Chief Paul A. Stubbs, Division of Fire
Asst Ch. Tim O'Toole, Executive Officer
Asst Ch. Edward Norman, Chief of Staff
Captain Mark J. Scott, Fire Marshal
Captain John McKenna, FPB
Lieutenant Doug Veselsky, Chief Inspector, FPB
Lieutenant Zahorodnj, FPB
Lieutenant Michael Kelley
Julianne Kurdila, Chief Assistant Director of Law
Michele Corner, Chief Assistant Director of Law
David Cooper, Deputy Director Building and Housing
Frank Zingale, Ohio EPA
Scott Broski, North East Ohio Regional Sewer District
Frank Nagorney, Grand Avenue Realty Company
File

From: "Dziak, Michael" <mdziak@city.cleveland.oh.us>
To: Wade Balser <Wade.Balser@epa.state.oh.us>, Frank Zingales <Fzingales@epa.state.oh.us>, Scott Broski <BroskiS@neorsd.org>, "Frank Foley (foleyf@neorsd.org)" <foleyf@neorsd.org>
Date: 3/26/2008 4:20:47 PM
Subject: DLH Plating 2801 Grand-Cease Use

CFD Inspected DLH on Tuesday March 25, 2008. We found the following hazardous conditions existing inside the building and served them with a "cease use" order. A letter was sent today which is attached to this email.

The following hazardous conditions were observed by CFD:

1. There was open burning inside of the Electroplating Building. Make-shift woodburner was providing a small amount of heat for the employees to warm themselves. The natural gas supply was shut off to the building. The owner indicated the cost of heating the building was not affordable.
2. The sprinkler system inside the Electroplating Building is out of service. A riser valve was missing due to the freezing of the pipes and was taken out for repairs.
3. The fire alarm system is out of service. No power to the Alarm panel was indicated.
4. There are leaking plating tanks inside the Electroplating Building. Puddles around many of the tanks were noticeable as was pools of liquids and debris was inside unused tanks.
5. There are damaged plating tanks with unknown liquids inside. One plating line had two damaged/crushed tanks with some residual liquids still inside.
6. There are numerous holes in the roof leaking rain and debris into the electroplating tanks.
7. There is numerous electrical extension cords submerged in water used within the plating tanks and surrounding operations. Electrical cords were used to provide electricity for heaters used in the plating operation.
8. There is chemical spillage in the process and storage areas of the Electroplating Building. We could not tell if the liquids were from the plating lines or the rain water from the holes in the roof.
9. The dikes surrounding the plating tanks are filled with debris. Puddles around the plating tanks were observed.
10. There are numerous barrels with hazardous waste that are not labeled or identified.
11. There are sludge wastes throughout the electroplating building. Solid wastes were observed in portions of the building.

12. The chemical storage area and containers are not labeled properly. There was some labels but many or much containers were without labels and markings.

13. Fire extinguishers are out of date for inspection. Last inspection date for the extinguishers were from 2005

14. There is no placarding at the chemical storage areas. The raw/reused shemical storage areas were not marked clearly.

15. There are open electrical boxes and other Building and Housing violations. Much of the electrical panels were rusted from corrosion due to the plating chemicals.

A report can be generated from a review of pictures taken at the inspection.

If there are any questions please feel free to call me.

Cell Phone: 216-857-7375, Wk: 216-664-6817.

Michael P. Dziak, Capt.

Hazmat Specialist

Phone: 216-664-6664 Fax: 216-664-6681

CC: "Scott, Mark" <mscott@city.cleveland.oh.us>

TAB 5

INSPECTION REPORT

DLH Plating, 2801 Grand Ave.

March 28, 2008

Lt's Zahorodnij, Kelley and I inspected DLH Plating. We found the following hazardous conditions existing:

1. There was open burning inside of the Electroplating Building.
2. The sprinkler system inside the Electroplating Building is out of service.
3. The fire alarm system is out of service.
4. There are leaking plating tanks inside the Electroplating Building.
5. There are damaged plating tanks with unknown liquids inside.
6. There are numerous holes in the roof leaking rain and debris into the electroplating tanks.
7. There is numerous electrical extension cords submerged in water used within the plating tanks and surrounding operations.
8. There is chemical spillage in the process and storage areas of the Electroplating Building.
9. The dikes surrounding the plating tanks are filled with debris.
10. There are numerous barrels with hazardous waste that are not labeled or identified.
11. There are sludge wastes throughout the electroplating building.
12. The chemical storage area and containers are not labeled properly.
13. Fire extinguishers are out of date for inspection.
14. There is no placarding at the chemical storage areas
15. There are open electrical boxes and other Building and Housing violations.

Pictures were taken by Lt. Kelley.

A handwritten signature in black ink, reading "Michael P. Dziak Capt." with a stylized, cursive script.

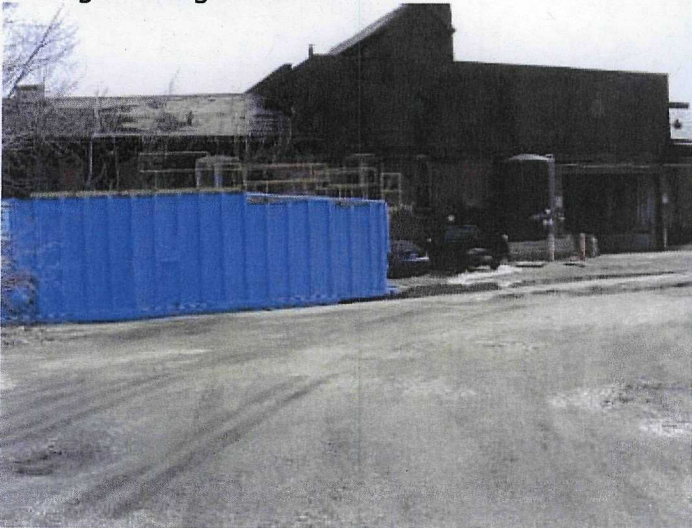
Michael P. Dziak, Captain, FPB-Hazmat



Office building and partially demo'ed/razed building.

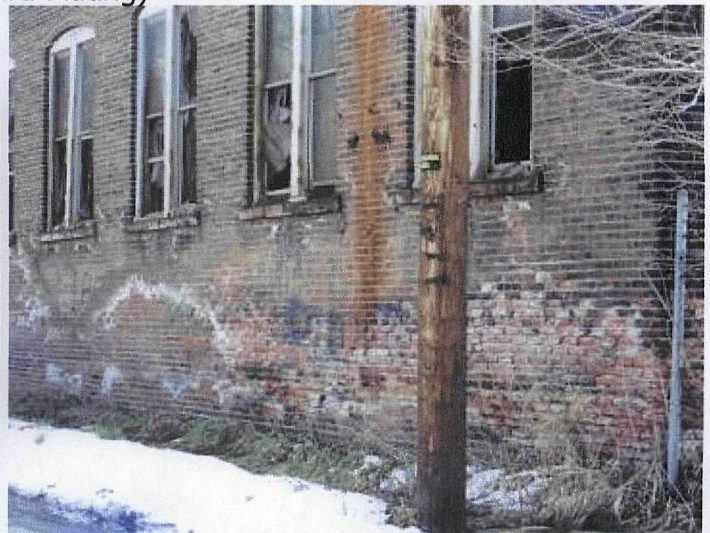


Plating Building. Front View.

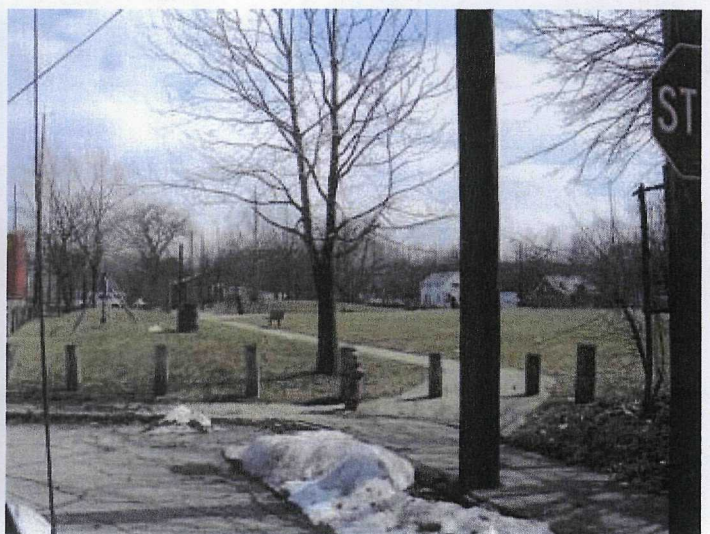




Chemical information from previous tenant.(Empigard Plating)



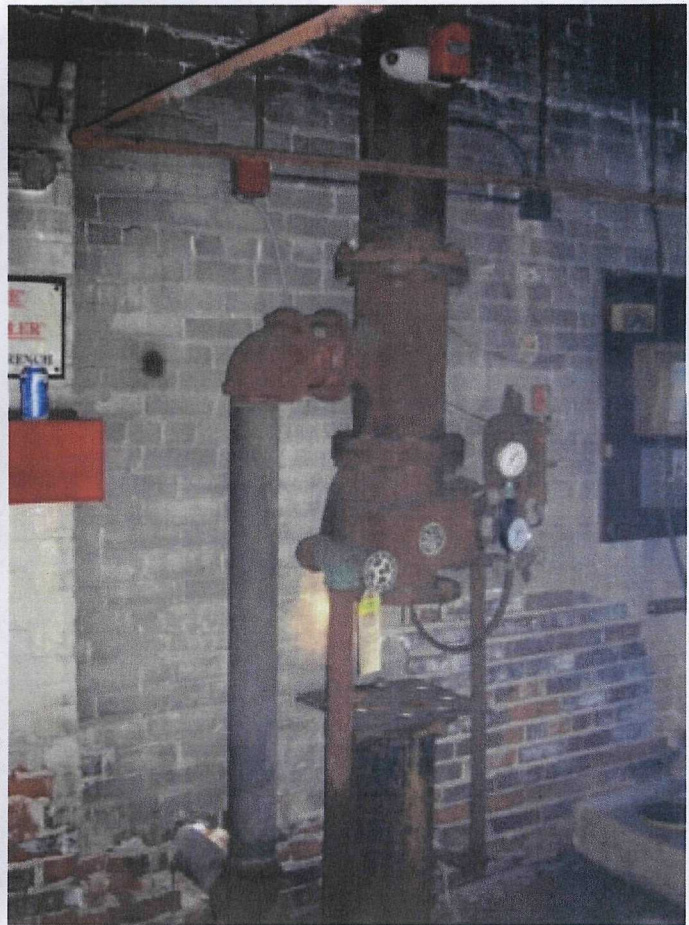
Crystalization on exterior of building. Unknown chemicals leaching through brick and mortar.



Playground near eastern border of property line.



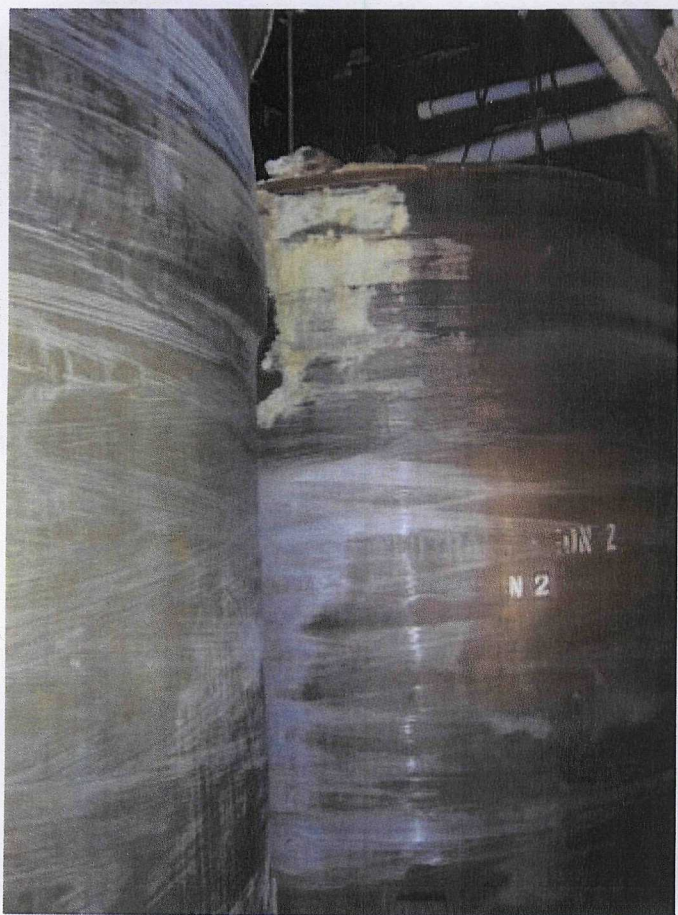
Fire Dept. Siamese on the outside of bldg.



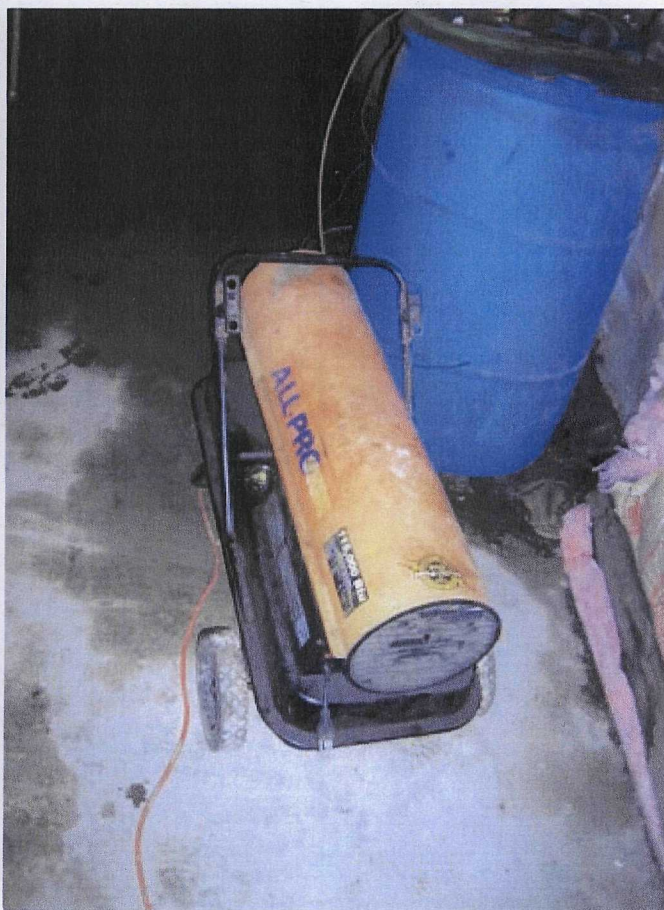
Valve missing from sprinkler system.
Opposite side of Fire Dept. Siamese.

Sprinkler system out of service. No heat in the building.

Water Treatment Room.

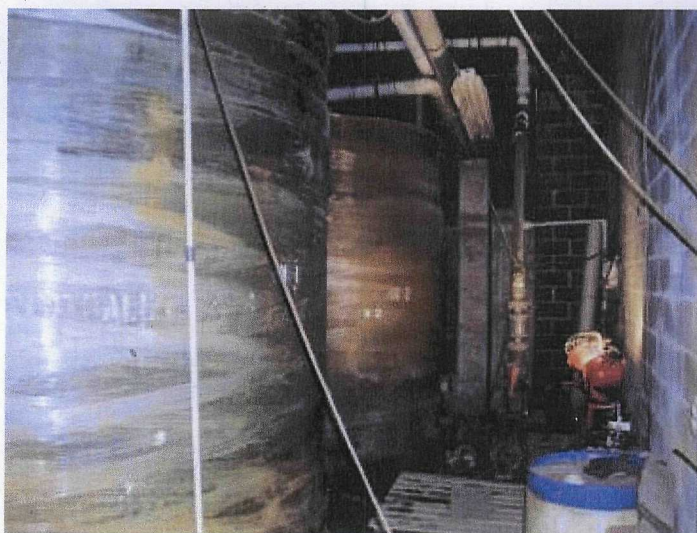
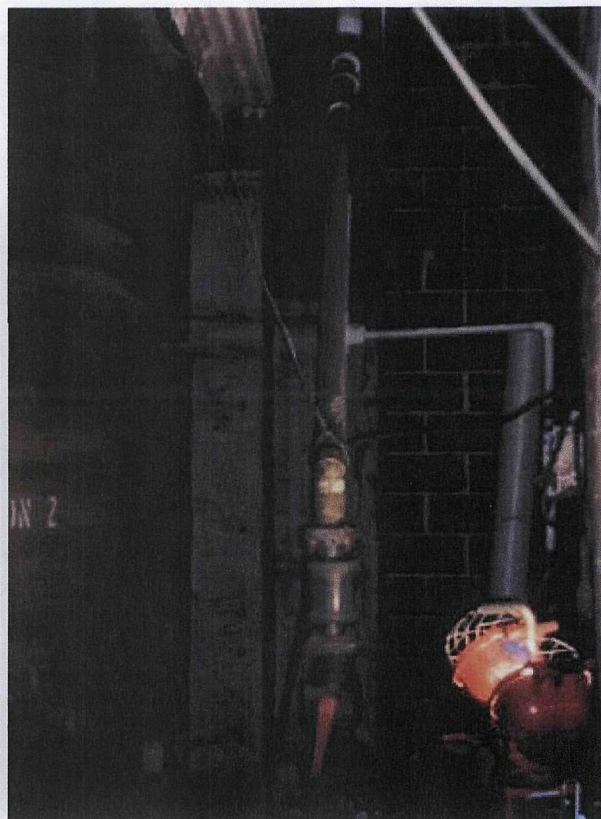
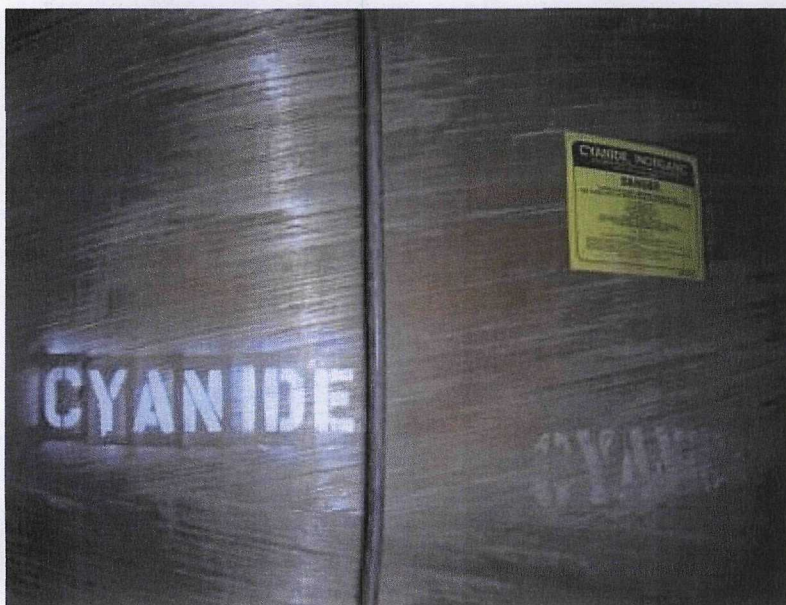


Crystallization of unknown origin.



Use of electrical cords-Kerosene heater.

Water Treatment Room.



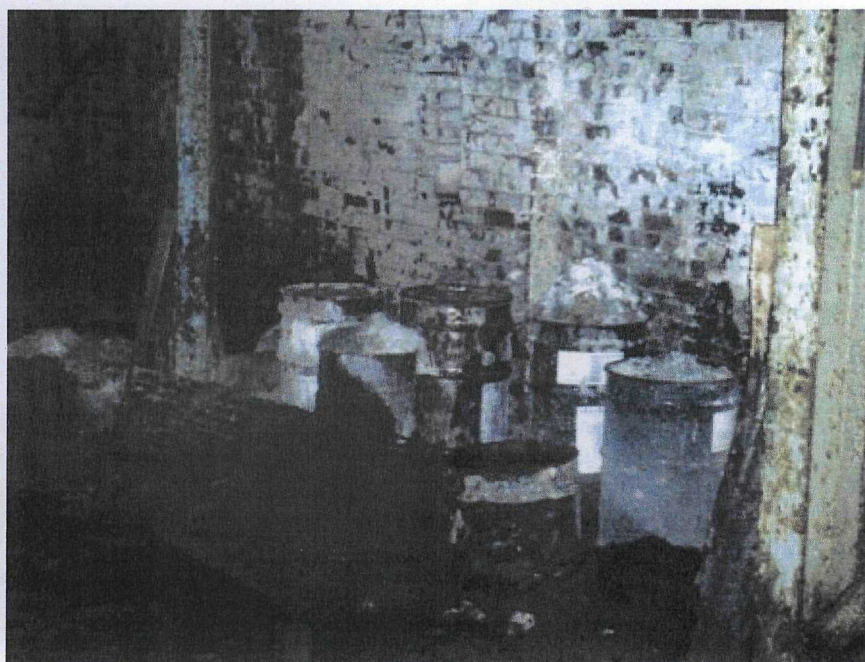
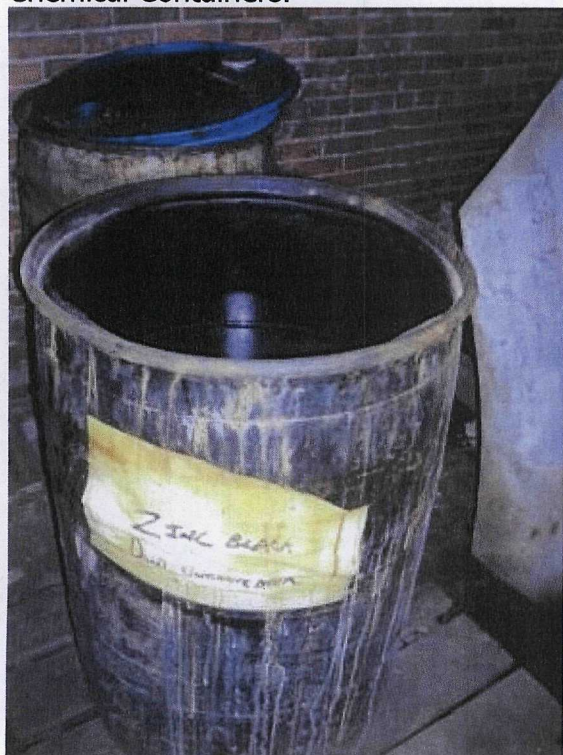
Chemical Storage Area.



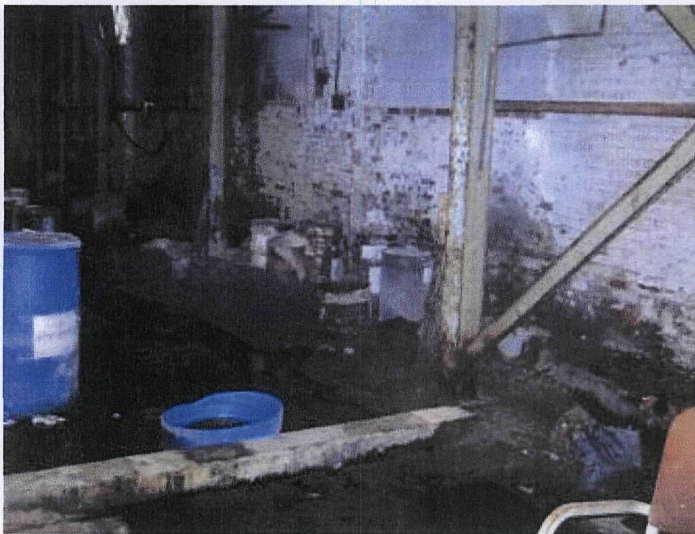
Unmarked

Chemical Containers.

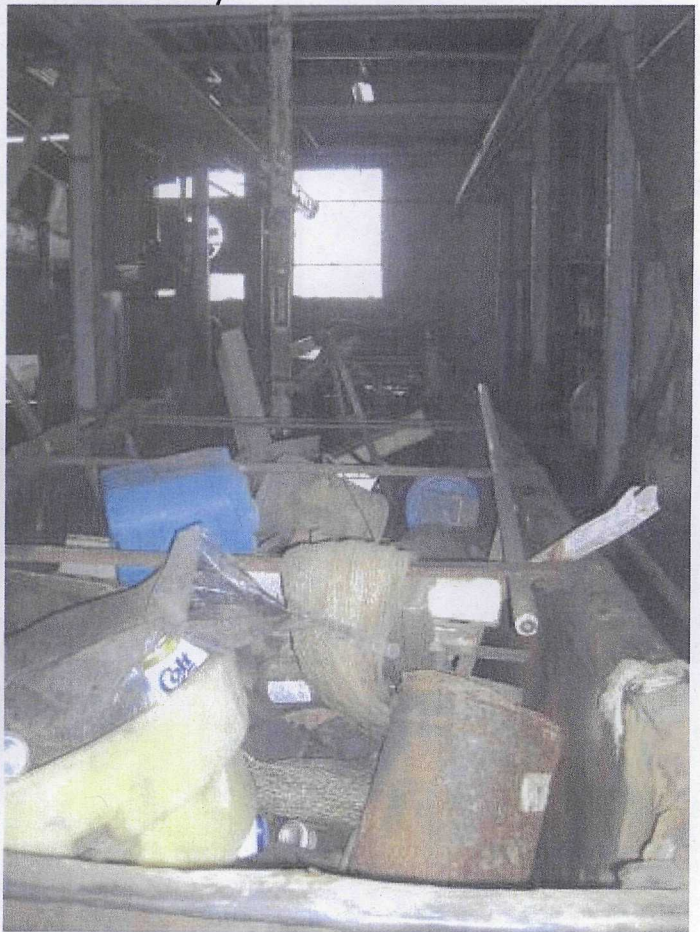
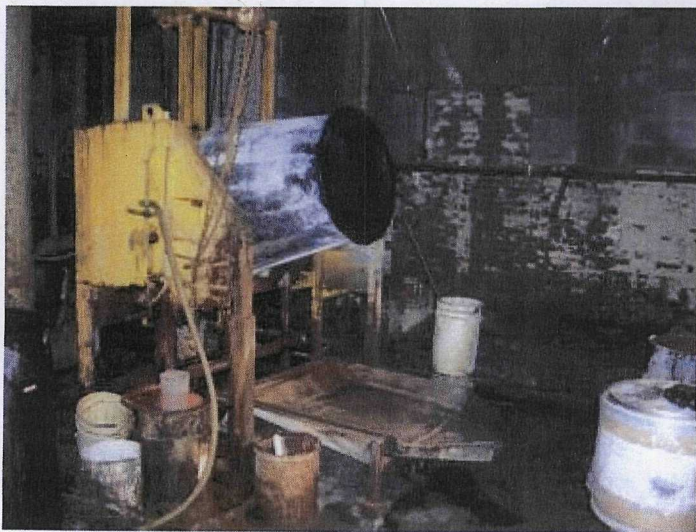
Chemical storage area.



Sludge wastes in 5-gallon pails.



Sludge and debris along with water/chemicals on the floor of facility.



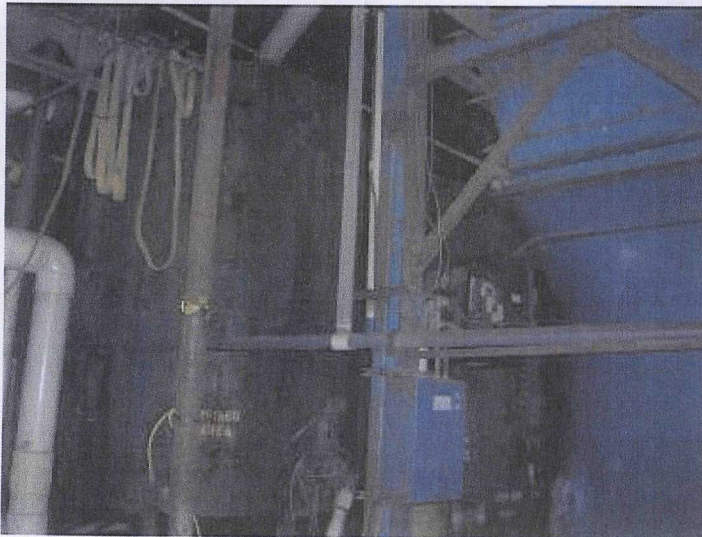
Plating Tank full of debris and liquid.



Sump



Plating Tank full of debris.



Electrical cords.



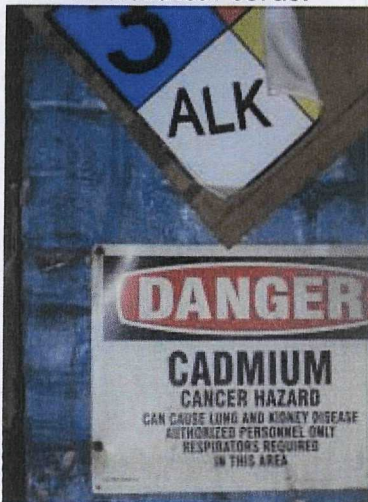
Chemical Storage- Unlabeled drums-No NFPA's

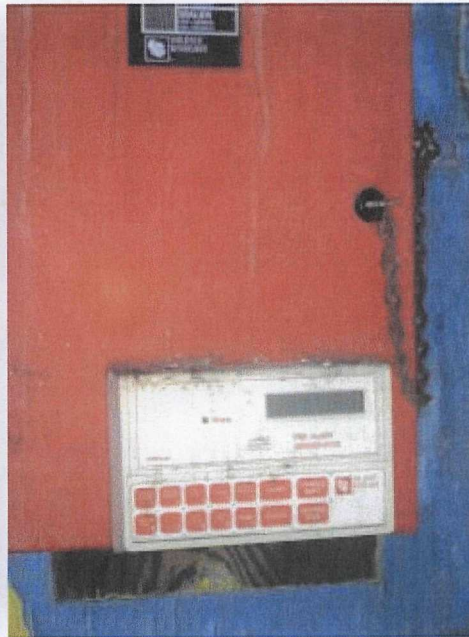


Use of electrical cords.

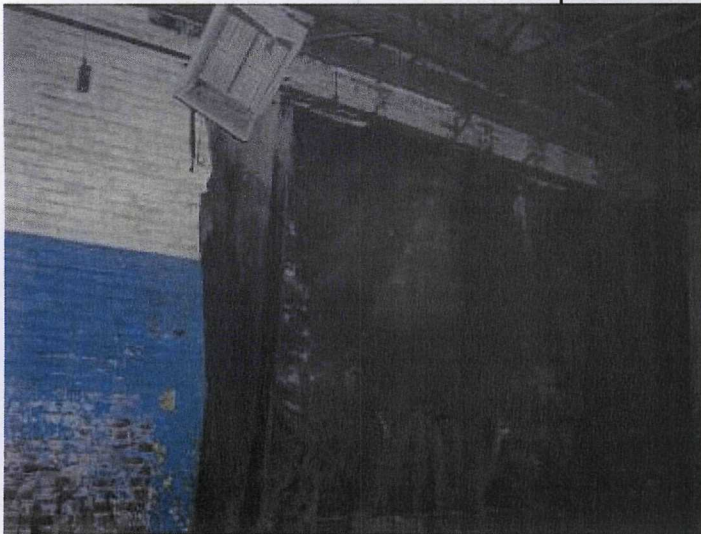


Chemical Storage-Liquid on the floor.





No power to Fire Alarm Panels



Over head heaters. Not in working order.



Holes in the roof



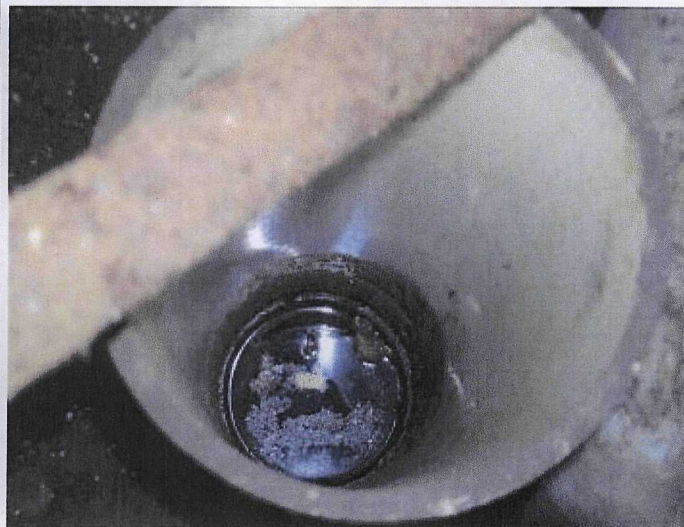
Damaged plating tanks-liquid inside.

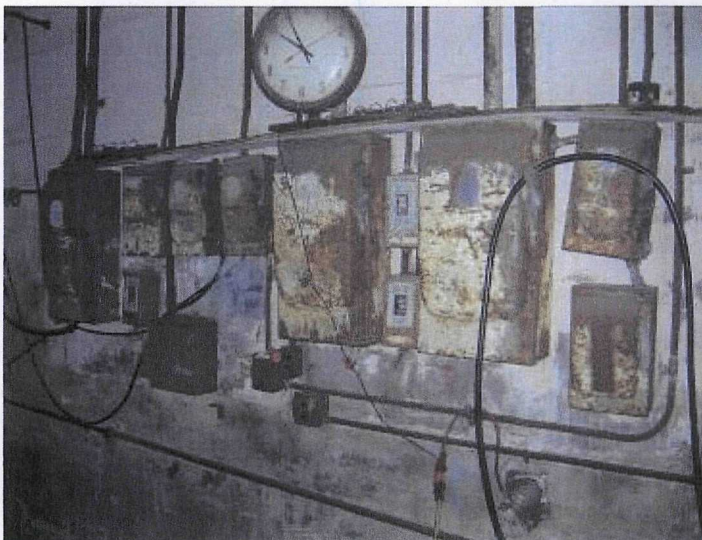
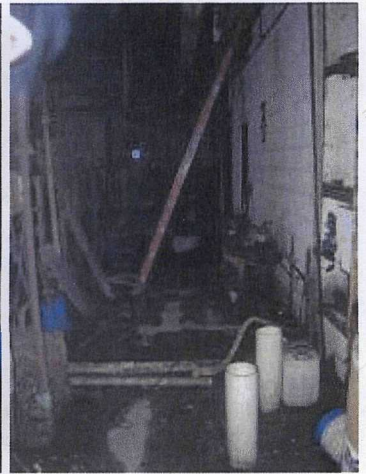
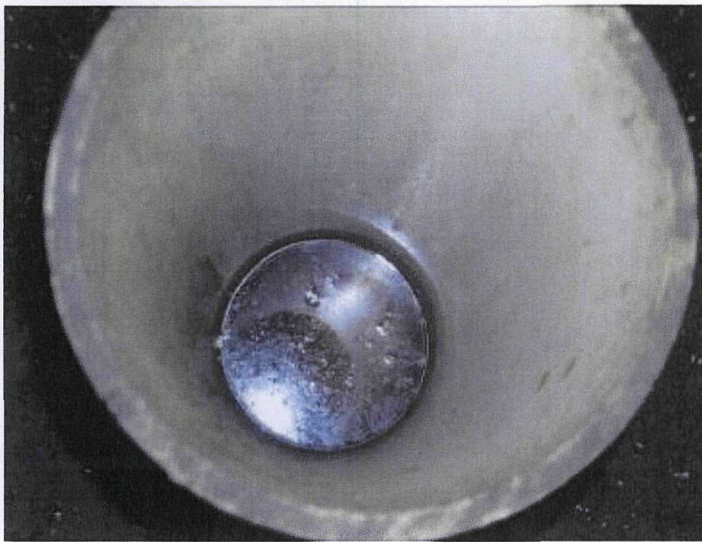


Unknown Liquid inside plating tank/diptank.



Inadequate lighting.





Corroded electrical panels



Holes in the roof.



Sprinkler pipe exposed to outside-hole in roof.



Holes in the roof-damaged by corrosion.



water/chemicals.



Electrical cords on the floor in



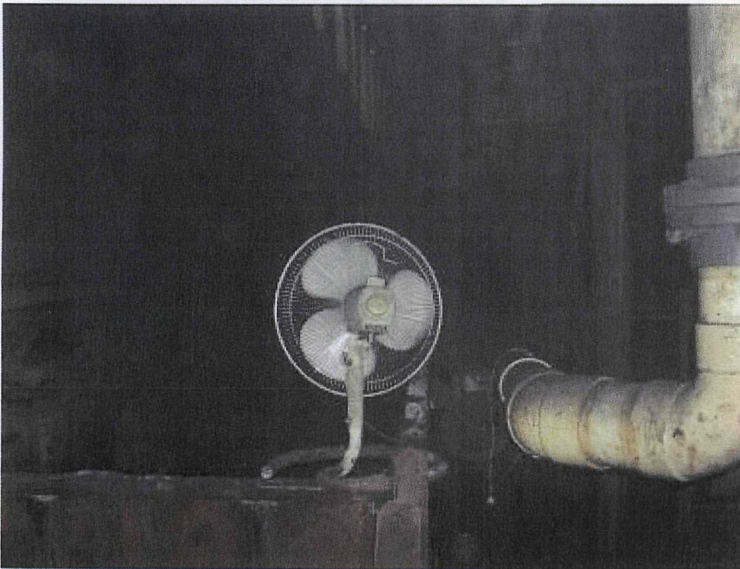
Use of electrical cords.



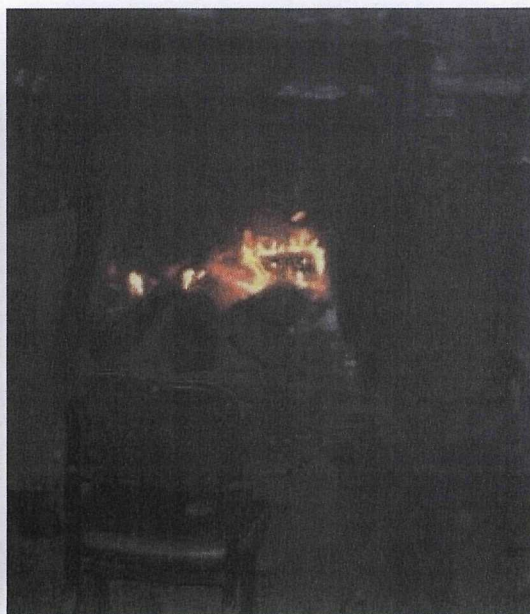
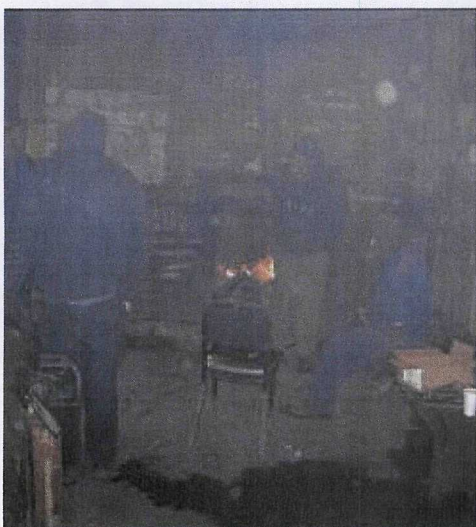
Tank heater rigged by wire.



Boilers for building not working-Gas Shut off since 2005-2006.

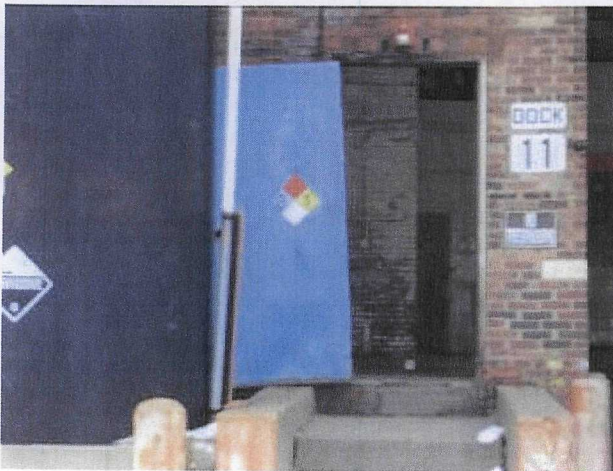
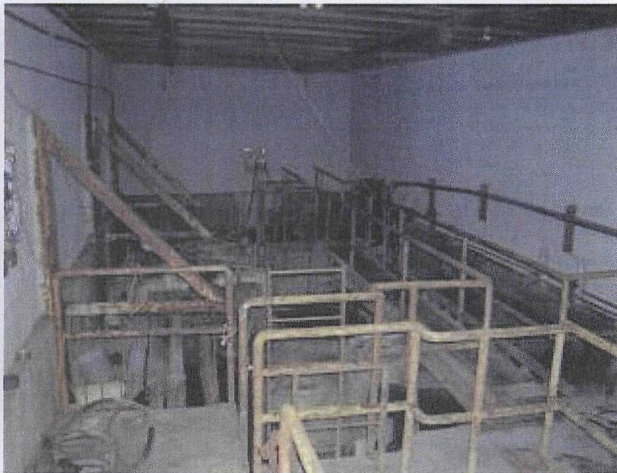


Residential fan used for ventilation control?



Open burning used to heat for employees.

Frac. Tank holds waste water/waste liquid.



TAB 7

(No TAB 6)



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Frank Russo**Real Property Information**[General
Information](#)[Transfer
History](#)[Land
Record](#)[Residential
Bldg. Sketch](#)[Taxes/
Cert. Values](#)[Search
Page](#)[Field Definitions](#)

PARCEL ID 126-21-013
OWNERS NAME GRAND AVENUE REALTY COMPANY,
ADDRESS 02809 EVARTS AVE
CITY CLEVELAND
ZIP 44104

General Information

OWNER	GRAND AVENUE REALTY COMPANY,	UNIT NUMBER	
CLASS	I	TAX DISTRICT	030
LAND USE	3400	OWNER OCCUPIED	
LAND USE 2		TAX ABATEMENT	
ROAD TYPE		NEIGHBORHOOD	27005
WATER		TOTAL BUILDINGS	0
GAS			
SEWER			
ELECTRICITY			

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CUYAHOGA COUNTY AUDITOR
Frank Russo**Real Property Information**

General Information Transfer History Land Record Residential Bldg. Sketch Taxes/Cert. Values Search Page

PRIMARY OWNER Grand Avenue Realty Company,
SECONDARY OWNER Inc.
PROPERTY ADDRESS 2809 Evarts Ave, Cleveland, OH 44104
TAX MAILING ADDRESS Grand Ave Realty Co Inc, 2800 Grand Ave, Cleveland, OH 44104-3163
LEGAL DESCRIPTION 424 EP 480 FT E OF GRAND AVE
PROPERTY CLASS MANUFACTURING AND ASSEMBLY LIGHT

Field Definitions

2007 (pay in 2008) TAXBILL SUMMARY

PARCEL NUMBER 126-21-013 TAXSET Cleveland TAX YEAR 2007 (pay in 2008)

ASSESSED VALUES		MARKET VALUES	
LAND VALUE	16,490.00	LAND VALUE	47,100.00
BUILDING VALUE	32,800.00	BUILDING VALUE	93,700.00
TOTAL VALUE	49,290.00	TOTAL VALUE	140,800.00
HOMESTEAD VALUE	0		

FLAGS

2.5% RED. N
HOMESTEAD N
FORECLOSURE N
CERT. PEND. Y
CERT. SOLD N
PAYMENT PLAN N

HALF YEAR CHARGE AMOUNTS		RATES	
GROSS TAX	2,526.11	FULL RATE	102.5
LESS 920 RED	556.04	920 RED. RATE	.220118
SUB TOTAL	1,970.07	EFFECTIVE RATE	79.937886

10% RED. AMOUNT 0.00
HOMESTEAD RED. AMOUNT 0.00
TOTAL ASSESSMENTS 0.00
HALF YEAR NET TAXES 1,970.07

ESCROW

ESCROW N
PMT. AMOUNT 0.00

ACCOUNT

	CHARGES	PAYMENTS	BALANCE DUE
TAX BALANCE SUMMARY:	47,063.83	0.00	47,063.83

2007 (pay in 2008) CHARGE AND PAYMENT DETAIL

Tax Information is up to the hour - tell me more

TAXSET	CHARGE TYPE	CHARGES	PAYMENTS	BALANCE
Cleveland	Prior year interest - 2002	224.57	0.00	224.57
	Prior year interest - 2000	349.09	0.00	349.09
	Prior year interest - 2003	696.75	0.00	696.75
	Prior year interest - 2006	1,801.37	0.00	1,801.37
	Prior year tax - 2006	3,958.26	0.00	3,958.26
	Prior year interest - 2005	1,165.10	0.00	1,165.10
	Prior year interest - 2004	692.45	0.00	692.45
	Prior year tax - 2005	5,063.28	0.00	5,063.28
	Prior year tax - 2001	4,160.34	0.00	4,160.34
	Prior year penalty - 2005	784.80	0.00	784.80
	Prior year penalty - 2004	699.27	0.00	699.27
	Prior year penalty - 2003	696.79	0.00	696.79
	Prior year penalty - 2002	657.29	0.00	657.29
	Prior year penalty - 2001	644.84	0.00	644.84
	Prior year penalty - 2000	599.83	0.00	599.83
	Prior year tax - 2004	4,511.42	0.00	4,511.42

Prior year tax - 2003	4,495.46	0.00	4,495.46
Prior year tax - 2002	4,240.68	0.00	4,240.68
Prior year August interest - 2007	1,885.51	0.00	1,885.51
December interest - 2007	1,114.96	0.00	1,114.96
Prior year penalty - 2006	613.52	0.00	613.52
Prior year tax - 2000	3,869.92	0.00	3,869.92
DELQ BALANCE	42,925.50	0.00	42,925.50
1st half penalty	197.01	0.00	197.01
1st half tax	1,970.07	0.00	1,970.07
1ST HALF BALANCE	2,167.08	0.00	2,167.08
2nd half tax	1,970.07	0.00	1,970.07
2ND HALF BALANCE	1,970.07	0.00	1,970.07
C990007-Cuyahoga County (omitted tax)			
Prior year interest - 2006	0.02	0.00	0.02
Prior year tax - 2005	0.97	0.00	0.97
Prior year penalty - 2005	0.10	0.00	0.10
Prior year August interest - 2007	0.06	0.00	0.06
December interest - 2007	0.03	0.00	0.03
DELQ BALANCE	1.18	0.00	1.18
1st half tax	0.00	0.00	0.00
1ST HALF BALANCE	0.00	0.00	0.00
TOTAL BALANCE	47,063.83	0.00	47,063.83

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PROSPECTIVE PURCHASERS SHOULD CONSULT A REAL ESTATE ATTORNEY AND PURCHASE A TITLE INSURANCE POLICY PRIOR TO THE SALE.

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CUYAHOGA COUNTY RECORDER
PATRICK J. OMALLEY
PTXL 09/04/2002 09:15:57 AM
200209040145

DTE Form 121N
Prescribed 4/98
ORC 5721.31(G)

NO. 12621013-99

TAX CERTIFICATE

(Negotiated Sale) - Revised Certificate

This certificate replaces a prior certificate, recorded on 9/8/1999

This Certificate will be cancelled 6 Years after the date of sale pursuant to O.R.C. 5721.37, unless date is extended pursuant to O.R.C. 5721.38(C)(2)

In the State of Ohio, I do hereby certify that at a negotiated sale pursuant to Ohio Revised Code 5721.33, the Tax Certificate for the parcel listed below was offered and sold, and the Certificate was delivered on Wednesday, September 08, 1999, in Cuyahoga County.

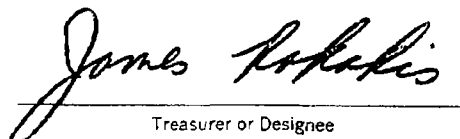
Parcel Owner: GRAND AVENUE REALTY COMPANY,		
Property Address: 2809 EVARTS AVE CLEVELAND (EAST SIDE), OH		
Parcel No.: 12621013	Delq Tax: \$4,998.97	Lien Year(s): 1998
Legal Description (attached additional sheets if necessary):		
424 EP 480 FT E OF GRAND AVE		
Sublot:		

The purchaser of this Tax Certificate or any transferee is entitled to file a notice of intent to foreclose on this parcel within 6 years after the purchase of this Tax Certificate. The parcel owner may redeem this parcel at any time before the court files its entry confirming the sale of the certificate parcel. Upon redemption, the certificate holder shall receive a payment equal to the tax certificate purchase price with the interest provided in sections 5721.30(F), 5721.33, or 5721.38, as applicable, over the period of time prescribed in sections 5721.30(K) and 5721.38, plus the county treasurer's fee.

Certificate Purchaser: GLS Capital - Cuyahoga, Inc.			
Address: 310 Lakeside Ave. #595 Cleveland, OH 44113			
Phone Number: (216) 902-8200			
Certificate Purchase Price: \$4,998.97		Negotiated Interest Rate: 18.00%	
Premium:	\$0.00	Discount:	\$0.00
Treasurer's Fees:		\$0.00	

Witness this Tuesday, September 03, 2002

Signature:


Treasurer or Designee

CUYAHOGA COUNTY RECORDER
200209040145 PAGE 1 of 2

ENDORSEMENT OF TAX CERTIFICATE TRANSFER

I hereby transfer all my rights, title and interest in the forgoing tax certificate number _____

Name: _____

Address: _____

who has produced _____ as identification.

Type of ID.

Signature of Transferor: _____

Endorsement must be acknowledged before a notary public.

ACKNOWLEDGMENT

State of Ohio, County of _____, I hereby certify that the foregoing tax certificate was endorsed and acknowledged before me this _____ day of _____, _____, by _____, _____ personally known to be the person described in the foregoing tax certificate or has produced _____ identification.

Type of ID.

Signature _____

Notary Public

Seal

My commission expires _____

ENDORSEMENT OF TAX CERTIFICATE TRANSFER

I hereby transfer all my rights, title and interest in the forgoing tax certificate number _____

Name: _____

Address: _____

who has produced _____ as identification.

Type of ID.

Signature of Transferor: _____

Endorsement must be acknowledged before a notary public.

ACKNOWLEDGMENT

State of Ohio, County of _____, I hereby certify that the foregoing tax certificate was endorsed and acknowledged before me this _____ day of _____, _____, by _____, _____ personally known to be the person described in the foregoing tax certificate or has produced _____ identification.

Type of ID.

Signature _____

Notary Public

Seal

My commission expires _____

CUYAHOGA COUNTY RECORDER
200209040145 PAGE 2 of 2

150302

QUIT CLAIM DEED, Short Form, No. 91-8 (Ohio Statutory Form)

The Ohio Legal Blank Co., Cleveland
Publishers and Dealers Since 1883**Know all Men by these Presents**

That STEPHEN P. PALISIN, a married man

VOL. 91-6523 PAGE 40

(insert marital status)

of Cuyahoga

County, Ohio,

for valuable consideration paid, Grant(s) to GRAND AVENUE REALTY COMPANY, INC.

whose tax mailing address is 2800 Grand Avenue, Cleveland, Ohio 44104

the following described Real Property:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio; and known as being a part of Block A in The Eberhard Manufacturing Company Re-subdivision of a part of Original 100 Acre Lots 423 and 424 as shown by the recorded plat in Volume 42 of Maps, Page 5 of Cuyahoga County Records and bounded and described as follows: Beginning at the point of intersection of the center line of Tennyson Road, S.E. (30 feet wide) with the center line of Everts Avenue, S.E. (40 feet wide); thence from said place of beginning, Southerly along the Southerly prolongation of the center line of said Tennyson Road, S.E., a distance of 20.00 feet to the Southerly line of said Everts Road, S.E., and the principal place of beginning; thence Easterly along the Southerly line of Everts Avenue, S.E., a distance of 25.00 feet to the Easterly line of Tennyson Road, S.E., thence Northerly along the Easterly line of Tennyson Road, S.E., a distance of 1.29 feet to the Southerly line of Everts Avenue, S.E. (40 feet wide) as it extends between said Tennyson Road, S.E., and East 89th Street; thence Easterly along said Southerly line of Everts Avenue, S.E., a distance of 187 feet to the Northeastly corner of land conveyed to Cleveland Industrial Development Corporation, by deed dated September 19, 1946 and recorded in Volume 12394, Page 491 of Cuyahoga County Records; thence Southerly along the Easterly line of land so conveyed, 326.19 feet to the Southerly line of land conveyed to Empire Rustproofing Company, by deed dated December 2, 1966 and recorded in Volume 11885, Page 323 of Cuyahoga County Records; thence Westerly along the Southerly line of land so conveyed and along the Southerly line of land conveyed to Empire Rustproofing Company by deed dated November 30, 1946 and recorded in Volume 11885, Page 379 of Cuyahoga County Records, 212 feet to the Southwestly corner of land conveyed by the last aforesaid deed; thence Northerly along the Easterly line of land conveyed by the last aforesaid deed, which is also along the Southerly prolongation of the center line of Tennyson Road as aforesaid, 325.01 feet to the principal place of beginning, be the same more or less, but subject to all legal highways.

THOMAS J. NEFF, P. E., P. S.
COUNTY ENGINEER TAX MAP DIVISION
LEGAL DESCRIPTION APPROVED FOR TRANSFER

PARCEL NO. 126-21-013
CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 O.R.C.
PAID

OCT 9 1991

Conveyance Fee 240.00 Receipt No. 198160
TYPE 9 ARMS LENGTH YES () NO ()
J. TIMOTHY MCCORMACK, Cuyahoga County Auditor By [Signature] Deputy

J. Timothy McCormack
CUYAHOGA COUNTY AUDITOR

Prior Instrument Reference: Vol. 12727

Page 209

of the Deed

Records of Cuyahoga

County, Ohio.

This is a Quit Claim Deed—Ohio Statutory Form*

*See Section 5302.11 as to the legal effect of the Statutory Form of Quit Claim Deed.

And JULIA PALISIN wife (husband) of the Grantor releases
all rights of dower therein. V.L. 91-6523 PAGE 41

Witness our hand(s) this 30th day of September 1991.

Signed and acknowledged in presence of:

Mary T. Titchenal
OT Titchenal

Stephen P. Palisin
STEPHEN P. PALISIN
Julia Palisin
JULIA PALISIN

State of Ohio County of Cuyahoga ss.

Be It Remembered, That on the 30 day of Sept. 1991,
before me, the subscriber, a Notary Public in and for said county,
personally came Stephen P. Palisin and Julia Palisin, husband and wife,
the Grantor(s) in the foregoing Deed, and acknowledged the signing thereof to be
voluntary act and deed.

In Testimony Whereof, I have herunto subscribed
my name and affixed my official seal
on the day and year last aforesaid.

Mary K. Franzolino
MARY K. FRANZOLINO
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 4-22-95

RECORDED THIS DATE
FRANK RUSSO
CUYAHOGA CITY RECORDER
91 OCT -9 PM 12:24

This instrument was prepared by KENNETH B. LIFFMAN, ESQ.
McCARTHY, LEBIT, ET AL.
1800 Midland Building
101 Prospect Avenue, West
Cleveland, Ohio 44115
(216) 696-1422



(Statutory Form)

FROM
STEPHEN P. PALISIN

TO
GRAND AVENUE REALTY COMPANY, INC.

Transferred 19
County Auditor
State of Ohio, County, ss.
Presented for record on the 19 day
of 19 at
o'clock, M.
Recorded 19
in Deed Book No. Page

County Recorder
KENNETH B. LIFFMAN, ESQ.
1800 Midland Building
Cleveland, Ohio 44115
(216) 696-1422

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Frank Russo**Real Property Information**[General Information](#) | [Transfer History](#) | [Land Record](#) | [Residential Bldg. Sketch](#) | [Taxes/ Cert. Values](#) | [Search Page](#)[Field Definitions](#)

PARCEL ID 126-21-002
OWNERS NAME NORTH COAST DEVELOPERS INC
ADDRESS 08800 EVARTS AVE
CITY CLEVELAND
ZIP 44104

General Information

OWNER	NORTH COAST DEVELOPERS INC	UNIT NUMBER	
CLASS	I	TAX DISTRICT	030
LAND USE	3400	OWNER OCCUPIED	
LAND USE 2		TAX ABATEMENT	
ROAD TYPE	PV	NEIGHBORHOOD	27005
WATER	MUN	TOTAL BUILDINGS	2
GAS	Y		
SEWER	SNS		
ELECTRICITY	Y		

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CUYAHOGA COUNTY AUDITOR
Frank Russo



Real Property Information

General Information Transfer History Land Record Residential Bldg. Sketch Taxes/Cert. Values Search Page

PRIMARY OWNER North Coast Developers Inc
PROPERTY ADDRESS 8800 Evarts Ave, Cleveland, OH 44104
TAX MAILING ADDRESS Inc North Coast Developers, 2800 Grand Ave, Cleveland, OH 44104-3163
LEGAL DESCRIPTION 424 EP 583FT NE OF OF GRAND AVE
PROPERTY CLASS MANUFACTURING AND ASSEMBLY LIGHT

Field Definitions

2007 (pay in 2008) TAXBILL SUMMARY

PARCEL NUMBER 126-21-002 **TAXSET** Cleveland **TAX YEAR** 2007 (pay in 2008)

ASSESSED VALUES		MARKET VALUES		FLAGS	
LAND VALUE	6,440.00	LAND VALUE	18,400.00	2.5% RED.	N
BUILDING VALUE	2,100.00	BUILDING VALUE	6,000.00	HOMESTEAD	N
TOTAL VALUE	8,540.00	TOTAL VALUE	24,400.00	FORECLOSURE	N
HOMESTEAD VALUE	0			CERT. PEND.	N
				CERT. SOLD	Y
				PAYMENT PLAN	N

HALF YEAR CHARGE AMOUNTS		RATES			
GROSS TAX	437.68	FULL RATE	102.5	ESCROW	
LESS 920 RED	96.34	920 RED. RATE	.220118	ESCROW	N
SUB TOTAL	341.34	EFFECTIVE RATE	79.937886	PMT. AMOUNT	0.00
10% RED. AMOUNT	0.00			ACCOUNT	
2.5% RED. AMOUNT	0.00				
HOMESTEAD RED. AMOUNT	0.00				
TOTAL ASSESSMENTS	0.00				
HALF YEAR NET TAXES	341.34				

	CHARGES	PAYMENTS	BALANCE DUE
TAX BALANCE SUMMARY:	331,587.92	0.00	331,587.92

2007 (pay in 2008) CHARGE AND PAYMENT DETAIL

Tax Information is up to the hour - tell me more.

TAXSET	CHARGE TYPE	CHARGES	PAYMENTS	BALANCE
Cleveland	Prior year interest - 2002	17.43	0.00	17.43
	Prior year interest - 2003	61.72	0.00	61.72
	Prior year interest - 2005	138.36	0.00	138.36
	Prior year interest - 2006	226.00	0.00	226.00
	Prior year interest - 2004	74.82	0.00	74.82
	Prior year tax - 2001	646.82	0.00	646.82
	Prior year tax - 2003	698.84	0.00	698.84
	Prior year tax - 2005	787.08	0.00	787.08
	Prior year penalty - 2001	100.25	0.00	100.25
	December interest - 2007	149.03	0.00	149.03
	Prior year penalty - 2006	106.30	0.00	106.30
	Prior year penalty - 2005	121.99	0.00	121.99
	Prior year penalty - 2004	108.72	0.00	108.72
	Prior year penalty - 2003	108.31	0.00	108.31
	Prior year penalty - 2002	102.21	0.00	102.21
	Prior year tax - 2006	685.82	0.00	685.82
	Prior year tax - 2004	701.30	0.00	701.30

	Prior year August interest - 2007	242.84	0.00	242.84
	Prior year tax - 2002	659.32	0.00	659.32
	DELQ BALANCE	5,737.16	0.00	5,737.16
	1st half penalty	34.13	0.00	34.13
	1st half tax	341.34	0.00	341.34
	1ST HALF BALANCE	375.47	0.00	375.47
	2nd half tax	341.34	0.00	341.34
	2ND HALF BALANCE	341.34	0.00	341.34
C990007-Cuyahoga County (omitted tax)	Prior year tax - 2005	0.15	0.00	0.15
	Prior year penalty - 2005	0.02	0.00	0.02
	Prior year August interest - 2007	0.01	0.00	0.01
	DELQ BALANCE	0.18	0.00	0.18
	1st half tax	0.00	0.00	0.00
M160200-Delq Water	Prior year interest - 2005	1,239.70	0.00	1,239.70
	Prior year interest - 2006	4,597.80	0.00	4,597.80
	Prior year tax - 2004	64,400.00	0.00	64,400.00
	Prior year SPA fee - 2004	644.00	0.00	644.00
	Prior year SPA fee penalty - 2004	99.82	0.00	99.82
	Prior year SPA fee interest - 2006	45.99	0.00	45.99
	Prior year SPA fee interest - 2005	12.39	0.00	12.39
	Prior year penalty - 2004	9,982.00	0.00	9,982.00
	December interest - 2007	2,253.28	0.00	2,253.28
	Prior year Aug SPA fee int - 2007	42.78	0.00	42.78
	Prior year August interest - 2007	4,278.38	0.00	4,278.38
	December SPA fee interest - 2007	22.53	0.00	22.53
	DELQ BALANCE	87,618.67	0.00	87,618.67
	1st half tax	0.00	0.00	0.00
M160200A-Delq Water	Prior year interest - 2005	623.73	0.00	623.73
	Prior year tax - 2004	34,022.00	0.00	34,022.00
	Prior year interest - 2006	2,313.31	0.00	2,313.31
	Prior year penalty - 2004	3,402.20	0.00	3,402.20
	Prior year Aug SPA fee int - 2007	21.52	0.00	21.52
	Prior year August interest - 2007	2,152.61	0.00	2,152.61
	December SPA fee interest - 2007	11.34	0.00	11.34
	December interest - 2007	1,133.70	0.00	1,133.70
	Prior year SPA fee penalty - 2004	34.02	0.00	34.02
	Prior year SPA fee interest - 2006	23.12	0.00	23.12
	Prior year SPA fee interest - 2005	6.24	0.00	6.24
	Prior year SPA fee - 2004	340.22	0.00	340.22
	DELQ BALANCE	44,084.01	0.00	44,084.01
	1st half tax	0.00	0.00	0.00
C170100-Delq Sewer	Prior year interest - 2005	2,764.19	0.00	2,764.19
	Prior year interest - 2006	10,251.81	0.00	10,251.81
	Prior year tax - 2004	143,594.22	0.00	143,594.22
	Prior year penalty - 2004	22,257.10	0.00	22,257.10
	Prior year August interest - 2007	9,539.59	0.00	9,539.59
	December interest - 2007	5,024.18	0.00	5,024.18
	DELQ BALANCE	193,431.09	0.00	193,431.09
	1st half tax	0.00	0.00	0.00
	1ST HALF BALANCE	0.00	0.00	0.00
TOTAL BALANCE		331,587.92	0.00	331,587.92

CUYAHOGA COUNTY RECORDER
PATRICK J. OMALLEY
PTXL 09/04/2002 09:15:57 AM
200209040144

DTE Form 121N
Prescribed 4/98
ORC 5721.31(G)

NO. 12621002-99

TAX CERTIFICATE

(Negotiated Sale) - Revised Certificate

This certificate replaces a prior certificate, recorded on 9/30/1999

This Certificate will be cancelled 6 Years after the date of sale pursuant to O.R.C. 5721.37, unless date is extended pursuant to O.R.C. 5721.38(C)(2)

In the State of Ohio, I do hereby certify that at a negotiated sale pursuant to Ohio Revised Code 5721.33, the Tax Certificate for the parcel listed below was offered and sold, and the Certificate was delivered on Thursday, September 30, 1999, in Cuyahoga County.

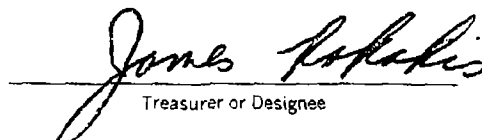
Parcel Owner: NORTH COAST DEVELOPERS INC		
Property Address: 8800 EVARTS AVE CLEVELAND (EAST SIDE), OH		
Parcel No.: 12621002	Delq Tax: \$583.45	Lien Year(s): 1997-1998
Legal Description (attached additional sheets if necessary): 424 EP 583FT NE OF OF GRAND AVE		
Sublot:		

The purchaser of this Tax Certificate or any transferee is entitled to file a notice of intent to foreclose on this parcel within 6 years after the purchase of this Tax Certificate. The parcel owner may redeem this parcel at any time before the court files its entry confirming the sale of the certificate parcel. Upon redemption, the certificate holder shall receive a payment equal to the tax certificate purchase price with the interest provided in sections 5721.30(F), 5721.33, or 5721.38, as applicable, over the period of time prescribed in sections 5721.30(K) and 5721.38, plus the county treasurer's fee.

Certificate Purchaser: GLS Capital - Cuyahoga, Inc.			
Address: 310 Lakeside Ave. #595 Cleveland, OH 44113			
Phone Number: (216) 902-8200			
Certificate Purchase Price: \$583.45		Negotiated Interest Rate: 18.00%	
Premium: \$0.00	Discount: \$0.00	Treasurer's Fees:	\$192.25

Witness this Tuesday, September 03, 2002

Signature:


Treasurer or Designee

CUYAHOGA COUNTY RECORDER
200209040144 PAGE 1 of 2

ENDORSEMENT OF TAX CERTIFICATE TRANSFER

I hereby transfer all my rights, title and interest in the forgoing tax certificate number _____

Name: _____

Address: _____

who has produced _____ as identification.

Type of ID.

Signature of Transferor: _____

Endorsement must be acknowledged before a notary public.

ACKNOWLEDGMENT

State of Ohio, County of _____, I hereby certify that the foregoing tax certificate was endorsed
acknowledged before me this _____ day of _____, by _____
personally known to be the person described in the foregoing tax certificate or has produced _____
identification. Type of ID.

Signature _____

Notary Public

Seal

My commission expires _____

ENDORSEMENT OF TAX CERTIFICATE TRANSFER

I hereby transfer all my rights, title and interest in the forgoing tax certificate number _____

Name: _____

Address: _____

who has produced _____ as identification.

Type of ID.

Signature of Transferor: _____

Endorsement must be acknowledged before a notary public.

ACKNOWLEDGMENT

State of Ohio, County of _____, I hereby certify that the foregoing tax certificate was endorsed
acknowledged before me this _____ day of _____, by _____
personally known to be the person described in the foregoing tax certificate or has produced _____
identification. Type of ID.

Signature _____

Notary Public

Seal

My commission expires _____

CUYAHOGA COUNTY RECORDER
200209040144 PAGE 2 of 2

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Frank Russo**Real Property Information**[General
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PARCEL ID 126-21-001
OWNERS NAME NORTH COAST DEVEL INC
ADDRESS 02734 TENNYSON RD
CITY CLEVELAND
ZIP 44104

[Field Definitions](#)**General Information**

OWNER	NORTH COAST DEVEL INC	UNIT NUMBER	
CLASS	I	TAX DISTRICT	030
LAND USE	3400	OWNER OCCUPIED	
LAND USE 2		TAX ABATEMENT	
ROAD TYPE		NEIGHBORHOOD	27005
WATER		TOTAL BUILDINGS	0
GAS			
SEWER			
ELECTRICITY			

CUYAHOGA COUNTY ASSUMES NO LIABILITY FOR DAMAGES AS A RESULT OF ERRORS, OMISSIONS OR DISCREPANCIES CONTAINED IN THESE PAGES.
PROSPECTIVE PURCHASERS SHOULD CONSULT A REAL ESTATE ATTORNEY AND PURCHASE A TITLE INSURANCE POLICY PRIOR TO THE SALE.

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CUYAHOGA COUNTY AUDITOR
Frank Russo**Real Property Information**

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PRIMARY OWNER North Coast Devel Inc
PROPERTY ADDRESS 2734 Tennyson Rd, Cleveland, OH 44104
TAX MAILING ADDRESS Inc North Coast Developers, 2800 Grand Ave, Cleveland, OH 44104-3163
LEGAL DESCRIPTION 423/424 PART VAC STREET
PROPERTY CLASS MANUFACTURING AND ASSEMBLY LIGHT

Field Definitions

2007 (pay in 2008) TAXBILL SUMMARY

PARCEL NUMBER 126-21-001 **TAXSET** Cleveland **TAX YEAR** 2007 (pay in 2008)

ASSESSED VALUES		MARKET VALUES	
LAND VALUE	52,120.00	LAND VALUE	148,900.00
BUILDING VALUE	29,860.00	BUILDING VALUE	85,300.00
TOTAL VALUE	81,980.00	TOTAL VALUE	234,200.00
HOMESTEAD VALUE	0		

FLAGS
 2.5% RED. N
 HOMESTEAD N
 FORECLOSURE N
 CERT. PEND. N
 CERT. SOLD Y
 PAYMENT PLAN N

HALF YEAR CHARGE AMOUNTS		RATES	
GROSS TAX	4,201.48	FULL RATE	102.5
LESS 920 RED	924.82	920 RED. RATE	.220118
SUB TOTAL	3,276.66	EFFECTIVE RATE	79.937886
10% RED. AMOUNT	0.00		
2.5% RED. AMOUNT	0.00		
HOMESTEAD RED. AMOUNT	0.00		
TOTAL ASSESSMENTS	0.00		
HALF YEAR NET TAXES	3,276.66		

ESCROW
 ESCROW N
 PMT. AMOUNT 0.00
 ACCOUNT

	CHARGES	PAYMENTS	BALANCE DUE
TAX BALANCE SUMMARY:	10,960.85	4,079.86	6,880.99

2007 (pay in 2008) CHARGE AND PAYMENT DETAIL

Tax Information is up to the hour - tell me more.

TAXSET	CHARGE TYPE	CHARGES	PAYMENTS	BALANCE
Cleveland	Prior year tax - 2001	4,079.86	4,079.86	0.00
	Prior year interest - 2003	0.00	0.00	0.00
	Prior year interest - 2002	0.00	0.00	0.00
	Prior year interest - 2006	0.00	0.00	0.00
	Prior year interest - 2005	0.00	0.00	0.00
	Prior year interest - 2004	0.00	0.00	0.00
	Prior year tax - 2005	0.00	0.00	0.00
	Prior year tax - 2002	0.00	0.00	0.00
	Prior year tax - 2006	0.00	0.00	0.00
	Prior year penalty - 2006	0.00	0.00	0.00
	Prior year penalty - 2005	0.00	0.00	0.00
	Prior year penalty - 2004	0.00	0.00	0.00
	Prior year penalty - 2003	0.00	0.00	0.00
	Prior year penalty - 2001	0.00	0.00	0.00
	Prior year penalty - 2002	0.00	0.00	0.00
	Prior year tax - 2003	0.00	0.00	0.00
	Prior year tax - 2004	0.00	0.00	0.00

Prior year August interest - 2007	0.00	0.00	0.00
DELQ BALANCE	4,079.86	4,079.86	0.00
1st half penalty	327.67	0.00	327.67
1st half tax	3,276.66	0.00	3,276.66
1ST HALF BALANCE	3,604.33	0.00	3,604.33
2nd half tax	3,276.66	0.00	3,276.66
2ND HALF BALANCE	3,276.66	0.00	3,276.66
C990007-Cuyahoga County (omitted tax)			
Prior year interest - 2006	0.00	0.00	0.00
Prior year tax - 2005	0.00	0.00	0.00
Prior year August interest - 2007	0.00	0.00	0.00
Prior year penalty - 2005	0.00	0.00	0.00
DELQ BALANCE	0.00	0.00	0.00
1st half tax	0.00	0.00	0.00
1ST HALF BALANCE	0.00	0.00	0.00
TOTAL BALANCE	10,960.85	4,079.86	6,880.99

CUYAHOGA COUNTY ASSUMES NO LIABILITY FOR DAMAGES AS A RESULT OF ERRORS, OMISSIONS OR DISCREPANCIES CONTAINED IN THESE PAGES.
PROSPECTIVE PURCHASERS SHOULD CONSULT A REAL ESTATE ATTORNEY AND PURCHASE A TITLE INSURANCE POLICY PRIOR TO THE SALE.

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NO. **S07-4838**

TAX CERTIFICATE

(Negotiated Sale)

This Certificate will be cancelled 6 years after the date of sale pursuant to O.R.C. 5721.37, unless date is extended pursuant to O.R.C. 5721.38(C)(2)

In the State of Ohio, I do hereby certify that at a negotiated sale pursuant to Ohio Revised Code 5721.33, the Tax Certificate for the parcel listed below was offered and sold, and the Certificate was delivered on Friday, September 28, 2007, in Cuyahoga County.

Parcel Owner: North Coast Devel Inc		
Property Address: 2734 TENNYSON RD CLEVELAND (EAST SIDE), OH		
Parcel No.: 12621001		
Delq Tax: \$40,798.55		Lien Year(s): 2001-2006
Legal Description (attached additional sheets if necessary):		
423/424 PART VAC STREET		
Sublot:		
CUYAHOGA COUNTY RECORDER PATRICK J. O'MALLEY - 2 PTXL 10/03/2007 09:40:07 AM 200710030100		

The purchaser of this Tax Certificate or any transferee is entitled to file a notice of intent to foreclose on this parcel within 6 years after the purchase of this Tax Certificate. The parcel owner may redeem this parcel at any time before the court files its entry confirming the sale of the certificate parcel. Upon redemption, the certificate holder shall receive a payment equal to the tax certificate purchase price with the interest provided in sections 5721.30(F), 5721.33, or 5721.38, as applicable, over the period of time prescribed in sections 5721.30(K) and 5721.38, plus the county treasurer's fee.

Certificate Purchaser: Plymouth Park Tax Services, LLC		
Address: 35 Airport Road, Suite 150 Morristown, NJ 07960		
Phone Number: (973) 267-4811		
Certificate Purchase Price: \$40,798.55		Negotiated Interest Rate: 18.00%
Premium: \$0.00	Discount: \$36,718.69	Treasurer's Fees: \$0.00

Witness this Friday, September 28, 2007

Signature: _____

Treasurer or Designee

ENDORSEMENT OF TAX CERTIFICATE TRANSFER

I hereby transfer all my rights, title and interest in the forgoing tax certificate number _____ to

Name: _____

Address: _____

Who has produced _____ as identification.

Signature of Transferor: _____

Endorsement must be acknowledged before a notary public.

ACKNOWLEDGMENT

State of Ohio, County of _____, I hereby certify that the foregoing tax certificate was

endorsed and acknowledged before me this _____ day of _____, _____, by

_____, who is personally known to be the person described in the foregoing tax certificate

or has produced _____ as identification.

Signature _____

Notary Public

Seal

My commission expires _____

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Frank Russo**Real Property Information**[General
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PARCEL ID 126-21-009
OWNERS NAME LOMACK DRUM COMPANY
ADDRESS 02800 90 ST
CITY CLEVELAND
ZIP 44104

General Information

OWNER	LOMACK DRUM COMPANY	UNIT NUMBER	
CLASS	I	TAX DISTRICT	030
LAND USE	3400	OWNER OCCUPIED	
LAND USE 2		TAX ABATEMENT	
ROAD TYPE	PV	NEIGHBORHOOD	27005
WATER	N	TOTAL BUILDINGS	0
GAS	N		
SEWER	N		
ELECTRICITY	N		

CUYAHOGA COUNTY ASSUMES NO LIABILITY FOR DAMAGES AS A RESULT OF ERRORS, OMISSIONS OR DISCREPANCIES CONTAINED IN
PROSPECTIVE PURCHASERS SHOULD CONSULT A REAL ESTATE ATTORNEY AND PURCHASE A TITLE INSURANCE POLICY PRIOR TO

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PARCEL ID 126-21-004
OWNERS NAME GRAY, ANTHONY
ADDRESS 02818 90 ST
CITY CLEVELAND
ZIP 44104

General Information

OWNER GRAY, ANTHONY
CLASS I
LAND USE 3400
LAND USE 2
ROAD TYPE
WATER
GAS
SEWER
ELECTRICITY

UNIT NUMBER
TAX DISTRICT 030
OWNER OCCUPIED
TAX ABATEMENT
NEIGHBORHOOD 27005
TOTAL BUILDINGS 0

CUYAHOGA COUNTY ASSUMES NO LIABILITY FOR DAMAGES AS A RESULT OF ERRORS, OMISSIONS OR DISCREPANCIES CONTAINED IN
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(13)

CUYAHOGA COUNTY RECORDER

PATRICK J. O'MALLEY

MORT 05/11/2004 03:35:25 PM

OPEN-END MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY

200405110896

Maximum Principal Indebtedness Not to Exceed \$225,000.00
(exclusive of interest and protective advances)

THIS OPEN-END MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (this "Instrument") is dated as of the 7th day of May, 2004, between North Coast Developers, Inc., an Ohio Corporation, whose address is 2801 Grand Avenue, Cleveland, Ohio 44104 ("Mortgagor"), and American Business Finance LLC, an Oklahoma limited liability company, whose address is 5400 N. Grand Boulevard, Suite 510, Oklahoma City, Oklahoma 73112 ("Lender").

RECITALS:

Lender and Mortgagor's affiliated company, Empigard Metal Finishing, Inc., an Ohio Corporation ("Borrower"), entered into that certain Purchasing Agreement dated May 29, 2002, as amended by that certain First Amendment to Purchasing Agreement dated February 18, 2003, and further amended by that certain Second Amendment to Purchasing Agreement dated of even date (together, the "Purchasing Agreement"), whereby Lender agreed to make a loan to Mortgagor and Borrower in the sum of Two Hundred Twenty-Five Thousand and No/100 Dollars (\$225,000.00).

GRANT

TO SECURE TO LENDER the repayment of the Indebtedness (hereinafter defined), and all renewals, extensions and modifications of the Indebtedness, and the performance of the covenants and agreements of Mortgagor and/or Borrower contained in the Loan Documents (hereinafter defined), Mortgagor mortgages, warrants, grants, conveys and assigns to Lender the Mortgaged Property (hereinafter defined), including the Land (hereinafter defined) located in Cuyahoga County, State of Ohio and described in Exhibit A attached to this Instrument and made a part hereof.

Mortgagor represents and warrants that Mortgagor is lawfully seized of the Mortgaged Property and has the right, power and authority to mortgage, grant, convey, bargain, sell, transfer and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered other than those encumbrances specified herein. Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Mortgaged Property against all claims and demands.

COVENANTS

Mortgagor and Lender covenant and agree as follows:

1. Definitions.

The following terms, when used in this Instrument (including when used in the above recitals), shall have the following meanings:

CUYAHOGA COUNTY RECORDER

200405110896 PAGE 1 of 28

2385955

(a) **"Cross Collateral/Default Agreement"** means that certain Cross Collateral and Cross Default Agreement by and among Borrower, Mortgagor and Lender dated of even date.

(b) **"Current Lease"** means that certain Lease dated May 31, 1999 between Mortgagor, as landlord, and Borrower, as tenant.

(c) **"Environmental Permit"** means any permit, license, or other authorization issued under any Hazardous Materials Law with respect to any activities or businesses conducted on or in relation to the Mortgaged Property.

(d) **"Event of Default"** means the occurrence of any event listed in Section 18.

(e) **"Fixtures"** means all property which is so attached to the Land or the Improvements as to constitute a fixture under applicable law, including, but not limited to: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with telephones or computers; fire prevention, detection or extinguishing systems; security and access control systems and apparatus; elevators and related machinery and equipment; and plumbing systems.

(f) **"Governmental Authority"** means any board, commission, department or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the Mortgaged Property or the use, operation or improvement of the Mortgaged Property.

(g) **"Harper Guaranties"** means the two (2) guaranty agreements executed by David L. Harper of even date herewith, which guaranty certain liabilities of Borrower and Mortgagor to Lender, respectively, as those liabilities are defined within those agreements.

(h) **"Hazardous Materials"** means petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; lead and lead-based paint; asbestos or asbestos-containing materials in any form that is or could become friable; underground or above-ground storage tanks, whether empty or containing any substance; any substance the presence of which on the Mortgaged Property is prohibited by any federal, state or local authority; any substance that requires special handling; and any other material or substance now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "contaminant," or "pollutant" within the meaning of any Hazardous Materials Law.

(i) **"Hazardous Materials Laws"** means all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees in effect now or in the future and including all amendments, that relate to Hazardous Materials and apply to Mortgagor and/or Borrower or to the

Mortgaged Property. Hazardous Materials Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*, the Toxic Substance Control Act, 15 U.S.C. Section 2601, *et seq.*, the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*, and their state analogs.

(j) "Impositions" and "Imposition Payments" are defined in Section 6.

(k) "Improvements" means the buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions.

(l) "Indebtedness" means the principal of, interest on, and all other amounts due at any time under, the Note, this Instrument or any other Loan Document, including prepayment premiums, late charges, default interest, and advances as provided in Section 10 to protect the security of this Instrument.

(m) "Land" means the land described in Exhibit A.

(n) "Leases" means the Current Lease all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property, and all modifications, extensions or renewals.

(o) "Loan Documents" means the Purchasing Agreement, the Cross Collateral/Default Agreement, the Harper Guaranties, the Mohammed Guaranties, the North Coast Guaranty, the Note, the Security Agreement, this Instrument, all other guaranties, all indemnity agreements, all other security agreements, and any other documents now or in the future executed by Mortgagor and/or Borrower, any guarantor or any other person in connection with the loan evidenced by the Note, as such documents may be amended from time to time.

(p) "Mohammed Guaranties" means the two (2) guaranty agreements executed by Haruna A. Mohammed of even date herewith, which guaranty certain liabilities of Borrower and Mortgagor to Lender, respectively, as those liabilities are defined within those agreements

(q) "Mortgaged Property" shall include all of Mortgagor's present and future right, title and interest in and to all of the following:

- (1) the Land;
- (2) the Improvements;
- (3) the Fixtures;

(4) the Personality;

(5) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefitting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(6) all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personality or any other part of the Mortgaged Property, whether or not Mortgagor obtained the insurance pursuant to Lender's requirement;

(7) all awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personality or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personality or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(8) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personality or any other part of the Mortgaged Property entered into by Mortgagor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(9) all proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

(10) all Rents and Leases;

(11) all earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the loan secured by this Instrument;

(12) all tenant security deposits which have not been forfeited by any tenant under any Lease; and

(13) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property.

(r) **"North Coast Guaranty"** means that certain Corporate Guaranty Agreement executed by Mortgagor of even date herewith, which guaranty certain liabilities of Borrower, as those liabilities are defined therein.

(s) **"Note"** means that certain Secured Term Note of Borrower and Mortgagor in favor of Lender dated of even date in the principal amount of \$225,000.00.

(t) **"Personalty"** means all equipment, inventory, general intangibles which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land.

(u) **"Rents"** means all rents, revenues and other income of the Land or the Improvements, whether now due, past due, or to become due, and deposits forfeited by tenants.

(v) **"Security Agreement"** means that certain Security Agreement – Machinery and Equipment by and between Lender and Mortgagor dated of even date.

(w) **"Taxes"** means all taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Land or the Improvements.

(x) **"Transfer"** means (A) a sale, assignment, transfer or other disposition (whether voluntary, involuntary or by operation of law); (B) the granting, creating or attachment of a lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law); (C) the issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock; or (D) the merger, dissolution, liquidation, or consolidation of a legal entity. "Transfer" does not include (i) a conveyance of the Mortgaged Property at a judicial or non-judicial foreclosure sale under this Instrument or (ii) the Mortgaged Property becoming part of a bankruptcy estate by operation of law under the United States Bankruptcy Code. For purposes of defining the term "Transfer," the term "partnership" shall mean a general partnership, a limited partnership, a joint venture and a limited liability partnership, and the term "partner" shall mean a general partner, a limited partner and a joint venturer.

(y) **"UCC"** means the Uniform Commercial Code as adopted in the State of Ohio and in effect from time to time.

2. Uniform Commercial Code Security Agreement.

This Instrument is also a security agreement under the UCC for any of the Mortgaged Property which, under applicable law, may be subject to a security interest under the UCC, whether acquired now or in the future, and all products and cash and non-cash proceeds thereof (collectively, the "UCC Collateral"), and Mortgagor hereby grants to Lender a security interest in the UCC Collateral. Mortgagor hereby authorizes Lender to file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest and Mortgagor agrees, if Lender so requests, to execute and deliver to Lender such financing statements, continuation statements and amendments. Mortgagor shall pay all reasonable filing costs and all costs and expenses of any record searches for financing statements that Lender may require. Without the prior written consent of Lender, Mortgagor shall not create or permit to exist any other lien or security interest in any of the UCC Collateral. If an Event of Default has occurred and is continuing, Lender shall have the remedies of a secured party under the UCC, in addition to all remedies provided by this Instrument or existing under applicable law. In exercising any remedies, Lender may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of Lender's other remedies. This Instrument constitutes a financing statement with respect to any part of the Mortgaged Property which is or may become a Fixture.

3. Assignment of Rents; Appointment of Receiver; Lender in Possession.

(a) As part of the consideration for the Indebtedness and only after the occurrence of an Event of Default, Mortgagor absolutely and unconditionally assigns and transfers to Lender all Rents. It is the intention of Mortgagor to establish a present, absolute and irrevocable transfer and assignment to Lender of all Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Mortgagor. Promptly upon request by Lender, Mortgagor agrees to execute and deliver such further assignments as Lender may from time to time require. Mortgagor and Lender intend this assignment of Rents to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of Rents, and for no other purpose, Rents shall not be deemed to be a part of the "Mortgaged Property," as that term is defined in Section 1(q). However, if this present, absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the State of Ohio, then the Rents shall be included as a part of the Mortgaged Property and it is the intention of Mortgagor that in this circumstance this Instrument create and perfect a lien on Rents in favor of Lender, which lien shall be effective as of the date of this Instrument.

(b) Only after the occurrence of an Event of Default, Mortgagor authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender, and Mortgagor shall, upon Mortgagor's receipt of any Rents from any sources, pay the total amount of such receipts to the Lender. However, until the occurrence of an Event of Default, Lender hereby grants to Mortgagor a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender and to apply all Rents to pay the installments of interest and principal then due and payable under the Note and the other amounts then due and payable under the other Loan Documents, including Imposition Deposits, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including

utilities, Taxes and insurance premiums (to the extent not included in Imposition Deposits), tenant improvements and other capital expenditures. So long as no Event of Default has occurred, the Rents remaining after application pursuant to the preceding sentence may be retained by Mortgagor free and clear of, and released from, Lender's rights with respect to Rents under this Instrument. From and after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, or by a receiver, Mortgagor's license to collect Rents shall automatically terminate and Lender shall without notice be entitled to all Rents as they become due and payable, including Rents then due and unpaid. Mortgagor shall pay to Lender upon demand all Rents to which Lender is entitled. At any time on or after the date of Lender's demand for Rents, Lender may give, and Mortgagor hereby irrevocably authorizes Lender to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender, no tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Mortgagor any amounts which are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each tenant personally, by mail or by delivering such demand to each unit. Mortgagor shall not interfere with and shall cooperate with Lender's collection of such Rents.

(c) Mortgagor represents and warrants to Lender that Mortgagor has not executed any prior assignment of Rents (other than an assignment of Rents securing indebtedness described in the Note), that Mortgagor has not performed, and Mortgagor covenants and agrees that it will not perform, any acts and has not executed, and shall not execute, any instrument which would prevent Lender from exercising its rights under this Section, and that at the time of execution of this Instrument there has been no anticipation or prepayment of any Rents for more than two months prior to the due dates of such Rents. Mortgagor shall not collect or accept payment of any Rents more than two months prior to the due dates of such Rents.

(d) If an Event of Default has occurred, Lender may, regardless of the adequacy of Lender's security or the solvency of Mortgagor and even in the absence of waste, enter upon and take and maintain full control of the Mortgaged Property in order to perform all acts that Lender in its discretion determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents, the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the management, operation or maintenance of the Mortgaged Property, for the purposes of enforcing the assignment of Rents pursuant to Section 3(a), protecting the Mortgaged Property or the security of this Instrument, or for such other purposes as Lender in its discretion may deem necessary or desirable. Alternatively, if an Event of Default has occurred, regardless of the adequacy of Lender's security, without regard to Mortgagor's solvency and without the necessity of giving prior notice (oral or written) to Mortgagor, Lender may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or all of the actions set forth in the preceding sentence. If Lender elects to seek the appointment of a receiver for the Mortgaged Property at any time after an Event of Default has occurred and is continuing, Mortgagor, by its execution of this Instrument, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte* if permitted by applicable law. Lender or the receiver, as the case may be, shall be entitled to receive a reasonable fee for managing the Mortgaged Property. Immediately upon appointment of a receiver or immediately upon the Lender's entering upon and taking possession and control of the Mortgaged Property, Mortgagor shall surrender possession of the

Mortgaged Property to Lender or the receiver, as the case may be, and subject to any applicable confidentiality laws, shall deliver to Lender or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Mortgaged Property and all security deposits and prepaid Rents. In the event Lender takes possession and control of the Mortgaged Property, Lender may exclude Mortgagor and its representatives from the Mortgaged Property. Mortgagor acknowledges and agrees that the exercise by Lender of any of the rights conferred under this Section shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and Improvements.

(e) If Lender enters the Mortgaged Property, Lender shall be liable to account only to Mortgagor and only for those Rents actually received. Lender shall not be liable to Mortgagor, anyone claiming under or through Mortgagor or anyone having an interest in the Mortgaged Property, by reason of any act or omission of Lender under this Section except for acts by Lender of willful misconduct or gross negligence, and Mortgagor hereby releases and discharges Lender from any such liability to the fullest extent permitted by law.

(f) If the Rents are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes shall become an additional part of the Indebtedness as provided in Section 10.

(g) Any entering upon and taking of control of the Mortgaged Property by Lender or the receiver, as the case may be, and any application of Rents as provided in this Instrument shall not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in this Instrument.

4. Assignment of Leases; Leases Affecting the Mortgaged Property.

(a) As part of the consideration for the Indebtedness and only after the occurrence of an Event of Default, Mortgagor absolutely and unconditionally assigns and transfers to Lender all of Mortgagor's right, title and interest in, to and under the Leases, if any, including Mortgagor's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease. It is the intention of Mortgagor to establish a present, absolute and irrevocable transfer and assignment to Lender of all of Mortgagor's right, title and interest in, to and under the Leases. Mortgagor and Lender intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of the Leases, and for no other purpose, the Leases shall not be deemed to be a part of the "Mortgaged Property," as that term is defined in Section 1(q). However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the State of Ohio, then the Leases shall be included as a part of the Mortgaged Property and it is the intention of the Mortgagor that in this circumstance this Instrument create and perfect a lien on the Leases in favor of Lender, which lien shall be effective as of the date of this Instrument.

(b) Prior to any occurrence of an Event of Default and until Lender gives notice to Mortgagor of Lender's exercise of its rights under this Section, Mortgagor shall have all

rights, power and authority granted to Mortgagor under any Lease (except as otherwise limited by this Section or any other provision of this Instrument), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence of an Event of Default, the permission given to Mortgagor pursuant to the preceding sentence to exercise all rights, power and authority under Leases shall automatically terminate. Mortgagor shall comply with and observe Mortgagor's obligations under all Leases.

(c) Mortgagor acknowledges and agrees that the exercise by Lender, either directly or by a receiver, of any of the rights conferred under this Section shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and the Improvements. The acceptance by Lender of the assignment of the Leases pursuant to Section 4(a) shall not at any time or in any event obligate Lender to take any action under this Instrument or to expend any money or to incur any expenses. Lender shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Mortgaged Property unless such injury or damage was caused by the willful misconduct or gross negligence of Lender. Prior to Lender's actual entry into and taking possession of the Mortgaged Property, Lender shall not (i) be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease); (ii) be obligated to appear in or defend any action or proceeding relating to the Lease or the Mortgaged Property; or (iii) be responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property. The execution of this Instrument by Mortgagor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and shall be that of Mortgagor, prior to such actual entry and taking of possession.

(d) Upon delivery of notice by Lender to Mortgagor of Lender's exercise of Lender's rights under this Section at any time after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the State of Ohio, Lender immediately shall have all rights, powers and authority granted to Mortgagor under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

(e) Mortgagor shall, promptly upon Lender's request, deliver to Lender an executed copy of each Lease then in effect.

(f) Except for the Current Lease, Mortgagor shall not lease any portion of the Mortgaged Property except with the prior written consent of Lender and Lender's prior written approval of the Lease agreement. Mortgagor shall not modify the terms of, or extend or terminate, the Current Lease without the prior written consent of Lender. All Leases, including renewals or extensions, shall specifically provide that (1) such Leases are subordinate to the lien of this Instrument (unless waived in writing by Lender); (2) the tenant shall attorn to Lender and any purchaser at a foreclosure sale, such attornment to be self-executing and effective upon acquisition of title to the Mortgaged Property by any purchaser at a foreclosure sale or by Lender in any manner; (3) the tenant agrees to execute such further evidences of attornment as Lender or any purchaser at a foreclosure sale may from time to time request; (4) the Lease shall not be terminated by foreclosure or any other

transfer of the Mortgaged Property; (5) after a foreclosure sale of the Mortgaged Property, Lender or any other purchaser at such foreclosure sale may, at Lender's or such purchaser's option, accept or terminate such Lease; and (6) the tenant shall, upon receipt after the occurrence of an Event of Default of a written request from Lender, pay all Rents payable under the Lease to Lender.

5. Payment of Indebtedness; Performance under Loan Documents.

Mortgagor shall pay the Indebtedness when due in accordance with the terms of the Note and the other Loan Documents and shall perform, observe and comply with all other provisions of the Note and the other Loan Documents.

6. Deposits for Taxes, Insurance and Other Charges.

Mortgagor shall be required to pay, when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Mortgaged Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Lender may require under Section 15, (3) Taxes, and (4) amounts for other charges and expenses which Lender at any time reasonably deems necessary to protect the Mortgaged Property, to prevent the imposition of liens on the Mortgaged Property, or otherwise to protect Lender's interests. The amounts paid by Mortgagor under the preceding sentence are collectively referred to in this Instrument as the "Imposition Payments". The obligations of Mortgagor for which the Imposition Payments are required are collectively referred to in this Instrument as "Impositions". The Imposition Payments shall be made by Mortgagor directly to those entities billing Mortgagor for such Impositions.

7. Application of Payments.

If at any time Lender receives, from Mortgagor or otherwise, any amount applicable to the Indebtedness which is less than all amounts due and payable at such time, then Lender may apply that payment to amounts then due and payable in any manner and in any order determined by Lender, in Lender's discretion, or otherwise pursuant to the terms and conditions of the Note. Neither Lender's acceptance of an amount which is less than all amounts then due and payable nor Lender's application of such payment in the manner authorized shall constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction. Notwithstanding the application of any such amount to the Indebtedness, Mortgagor's obligations under this Instrument and the Note shall remain unchanged.

8. Compliance with Laws.

Mortgagor shall comply with all laws, ordinances, regulations and requirements of any Governmental Authority and all recorded lawful covenants and agreements relating to or affecting the Mortgaged Property, including all laws, ordinances, regulations, requirements and covenants pertaining to health and safety, construction of improvements on the Mortgaged Property, zoning and land use, and Leases. Mortgagor shall at all times maintain records sufficient to demonstrate compliance with the provisions of this Section. Mortgagor shall take appropriate measures to prevent, and shall not engage in or knowingly permit, any illegal activities at the Mortgaged Property that could endanger tenants or visitors, result in damage to the Mortgaged Property, result in forfeiture of the Mortgaged

Property, or otherwise materially impair the lien created by this Instrument or Lender's interest in the Mortgaged Property. Mortgagor represents and warrants to Lender that no portion of the Mortgaged Property has been or will be purchased with the proceeds of any illegal activity.

9. Use of Property.

Unless required by applicable law, Mortgagor shall not (a) except for any change in use approved by Lender, allow changes in the use for which all or any part of the Mortgaged Property is being used at the time this Instrument was executed, or (b) initiate or acquiesce in a change in the zoning classification of the Mortgaged Property.

10. Protection of Lender's Security.

(a) If Mortgagor fails to perform any of its obligations under this Instrument or any other Loan Document, or if any action or proceeding is commenced which purports to affect the Mortgaged Property, Lender's security or Lender's rights under this Instrument, including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Hazardous Materials Laws, fraudulent conveyance or reorganizations or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such actions as Lender reasonably deems necessary to perform such obligations of Mortgagor and to protect Lender's interest, including (1) payment of fees and out-of-pocket reasonable expenses of attorneys, accountants, inspectors and consultants, (2) entry upon the Mortgaged Property to make repairs or secure the Mortgaged Property and (3) procurement of the insurance required by Section 15.

(b) Any amounts disbursed by Lender under this Section, or under any other provision of this Instrument that treats such disbursement as being made under this Section, shall be added to, and become part of, the principal component of the Indebtedness, shall be immediately due and payable and shall bear interest from the date of disbursement until paid at the "Default Rate", as defined in the Note.

(c) Nothing in this Section shall require Lender to incur any expense or take any action.

11. Inspection.

Lender, its agents, representatives, and designees may make or cause to be made entries upon and inspections of the Mortgaged Property (including environmental inspections and tests) during normal business hours, or at any other reasonable time upon reasonable prior notice from Lender to Mortgagor.

12. Liens; Encumbrances.

Mortgagor acknowledges that, to the extent provided in Section 17, the grant, creation or existence of any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance (a "Lien") on the Mortgaged Property (other than the lien of this Instrument) or on certain ownership interests in Mortgagor, whether voluntary, involuntary or by operation of law, and

whether or not such Lien has priority over the lien of this Instrument, is a "Transfer" which constitutes an Event of Default.

13. Preservation and Maintenance of Mortgaged Property.

Mortgagor (1) shall not commit waste or permit impairment or deterioration of the Mortgaged Property, (2) shall not abandon the Mortgaged Property, (3) shall restore or repair promptly, in a good and workmanlike manner, any damaged part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, whether or not insurance proceeds or condemnation awards are available to cover any costs of such restoration or repair, (4) shall keep the Mortgaged Property in good repair, including the replacement of Personalty and Fixtures with items of equal or better function and quality, and (5) shall give notice to Lender of and, unless otherwise directed in writing by Lender, shall appear in and defend any action or proceeding purporting to affect the Mortgaged Property, Lender's security or Lender's rights under this Instrument. Mortgagor shall not (and shall not permit any tenant or other person to) remove, demolish or alter the Mortgaged Property or any part of the Mortgaged Property except in connection with the replacement of tangible Personalty.

14. Environmental Hazards.

(a) Except for matters described in Section 14(b), Mortgagor shall not cause or permit any of the following:

(1) the presence, use, generation, release, treatment, processing, storage (including storage in above ground and underground storage tanks), handling, or disposal of any Hazardous Materials on or under the Mortgaged Property or any other property of Mortgagor that is adjacent to the Mortgaged Property;

(2) the transportation of any Hazardous Materials to, from, or across the Mortgaged Property;

(3) any occurrence or condition on the Mortgaged Property or any other property of Mortgagor that is adjacent to the Mortgaged Property, which occurrence or condition is or may be in violation of Hazardous Materials Laws; or

(4) any violation of or noncompliance with the terms of any Environmental Permit with respect to the Mortgaged Property or any property of Mortgagor that is adjacent to the Mortgaged Property.

The matters described in clauses (1) through (4) above are referred to collectively in this Section as "Prohibited Activities or Conditions".

(b) Prohibited Activities and Conditions shall not include the safe and lawful use and storage of quantities of (1) pre-packaged supplies, cleaning materials and petroleum

products customarily used in the operation and maintenance of comparable properties, and (2) petroleum products used in the operation and maintenance of motor vehicles from time to time located on the Mortgaged Property's parking areas, so long as all of the foregoing are used, stored, handled, transported and disposed of in compliance with Hazardous Materials Laws.

(c) Mortgagor shall take all commercially reasonable actions (including the inclusion of appropriate provisions in any Leases executed after the date of this Instrument) to prevent its employees, agents, and contractors, and all tenants and other occupants from causing or permitting any Prohibited Activities or Conditions.

(d) Mortgagor represents and warrants to Lender that, except as previously disclosed by Mortgagor to Lender in writing:

(1) Mortgagor has not at any time engaged in, caused or permitted any Prohibited Activities or Conditions;

(2) to the best of Mortgagor's knowledge after reasonable and diligent inquiry, no Prohibited Activities or Conditions exist or have existed;

(3) the Mortgaged Property does not now contain any underground storage tanks, and, to the best of Mortgagor's knowledge after reasonable and diligent inquiry, the Mortgaged Property has not contained any underground storage tanks in the past;

(4) Mortgagor has complied with all Hazardous Materials Laws, including all requirements for notification regarding releases of Hazardous Materials. Without limiting the generality of the foregoing, Mortgagor has obtained all Environmental Permits required for the operation of the Mortgaged Property in accordance with Hazardous Materials Laws now in effect and all such Environmental Permits are in full force and effect;

(5) no event has occurred with respect to the Mortgaged Property that constitutes, or with the passing of time or the giving of notice would constitute, noncompliance with the terms of any Environmental Permit;

(6) there are no actions, suits, claims or proceedings pending or, to the best of Mortgagor's knowledge after reasonable and diligent inquiry, threatened that involve the Mortgaged Property and allege, arise out of, or relate to any Prohibited Activity or Condition; and

(7) Mortgagor has not received any complaint, order, notice of violation or other communication from any Governmental Authority with regard to air emissions, water discharges, noise emissions or Hazardous Materials, or any other environmental, health or safety matters affecting the Mortgaged Property or any other property of Mortgagor that is adjacent to the Mortgaged Property.

The representations and warranties in this Section shall be continuing representations and warranties that shall be deemed to be made by Mortgagor throughout the term of the loan evidenced by the Note, until the Indebtedness has been paid in full.

(e) Mortgagor shall promptly notify Lender in writing upon the occurrence of any of the following events:

(1) Mortgagor's discovery of any Prohibited Activity or Condition;

(2) Mortgagor's receipt of or knowledge of any complaint, order, notice of violation or other communication from any Governmental Authority or other person with regard to present or future alleged Prohibited Activities or Conditions or any other environmental, health or safety matters affecting the Mortgaged Property or any other property of Mortgagor that is adjacent to the Mortgaged Property; and

(3) any representation or warranty in this Section becomes untrue after the date of this Agreement.

Any such notice given by Mortgagor shall not relieve Mortgagor of, or result in a waiver of, any obligation under this Instrument, the Note, or any other Loan Document.

(f) Mortgagor shall pay promptly the costs of any environmental inspections, tests or audits ("Environmental Inspections") required by Lender in connection with any foreclosure or deed in lieu of foreclosure, or as a condition of Lender's consent to any Transfer under Section 17, or required by Lender following a reasonable determination by Lender that Prohibited Activities or Conditions may exist. Any such costs incurred by Lender (including the reasonable fees and out-of-pocket costs of attorneys and technical consultants whether incurred in connection with any judicial or administrative process or otherwise) which Mortgagor fails to pay promptly shall become an additional part of the Indebtedness as provided in Section 10. The results of all Environmental Inspections made by Lender shall at all times remain the property of Lender and Lender shall have no obligation to disclose or otherwise make available to Mortgagor or any other party such results or any other information obtained by Lender in connection with its Environmental Inspections. Lender hereby reserves the right, and Mortgagor hereby expressly authorizes Lender, to make available to any party, including any prospective bidder at a foreclosure sale of the Mortgaged Property, the results of any Environmental Inspections made by Lender with respect to the Mortgaged Property. Mortgagor consents to Lender notifying any party (either as part of a notice of sale or otherwise) of the results of any of Lender's Environmental Inspections. Mortgagor acknowledges that Lender cannot control or otherwise assure the truthfulness or accuracy of the results of any of its Environmental Inspections and that the release of such results to prospective bidders at a foreclosure sale of the Mortgaged Property may have a material and adverse effect upon the amount which a party may bid at such sale. Mortgagor agrees that Lender shall have no liability whatsoever as a result of delivering the results of any of its Environmental Inspections to any third party, and Mortgagor hereby releases and forever discharges Lender from any and all claims, damages, or causes of action, arising out of, connected with or incidental to the results of, the delivery of any of Lender's Environmental Inspections.

(g) If any investigation, site monitoring, containment, clean-up, restoration or other remedial work (the "Remedial Work") is necessary to comply with any Hazardous Materials Law or order of any Governmental Authority that has or acquires jurisdiction over the Mortgaged Property or the use, operation or improvement of the Mortgaged Property under any Hazardous Materials Law, Mortgagor shall, by the earlier of (1) the applicable deadline required by Hazardous Materials Law or (2) 30 days after notice from Lender demanding such action, begin performing the Remedial Work, and thereafter diligently prosecute it to completion, and shall in any event complete the work by the time required by applicable Hazardous Materials Law. If Mortgagor fails to begin on a timely basis or diligently prosecute any of the required Remedial Work, Lender may, at its option, cause the Remedial Work to be completed, in which case Mortgagor shall reimburse Lender on demand for the cost of doing so. Any reimbursement due from Mortgagor to Lender shall become part of the Indebtedness as provided in Section 10.

(h) Mortgagor shall cooperate with any inquiry by any Governmental Authority and shall comply with any governmental or judicial order which arises from any alleged Prohibited Activity or Condition.

(i) Mortgagor shall indemnify, hold harmless and defend Lender pursuant to the Environmental Indemnity Agreement incorporated herein by reference and made a part hereof.

15. Property and Liability Insurance.

(a) Mortgagor shall keep the Improvements insured at all times against such hazards as Lender may from time to time require, which insurance shall include but not be limited to coverage against loss by fire and allied perils, general boiler and machinery coverage, and business income coverage. Lender's insurance requirements may change from time to time throughout the term of the Indebtedness. If any of the Improvements is located in an area identified by the Federal Emergency Management Agency (or any successor to that agency) as an area having special flood hazards, and if flood insurance is available in that area, Mortgagor shall insure such Improvements against loss by flood.

(b) Mortgagor shall maintain at all times commercial general liability insurance, workers' compensation insurance and such other liability, errors and omissions and fidelity insurance coverages as Lender may from time to time require.

(c) All insurance policies and renewals of insurance policies required by this Section shall be in such amounts and for such periods as Lender may from time to time require, and shall be issued by insurance companies satisfactory to Lender.

(d) Mortgagor shall comply with all insurance requirements and shall not permit any condition to exist on the Mortgaged Property that would invalidate any part of any insurance coverage that this Instrument requires Mortgagor to maintain.

(e) In the event of loss, Mortgagor shall give immediate written notice to the insurance carrier and to Lender. Mortgagor hereby authorizes and appoints Lender as

attorney-in-fact for Mortgagor to make proof of loss, to adjust and compromise any claims under policies of property damage insurance, to appear in and prosecute any action arising from such property damage insurance policies, to collect and receive the proceeds of property damage insurance, and to deduct from such proceeds Lender's expenses incurred in the collection of such proceeds. This power of attorney is coupled with an interest and therefore is irrevocable. However, nothing contained in this Section shall require Lender to incur any expense or take any action. Lender may, at Lender's option, (1) hold the balance of such proceeds to be used to reimburse Mortgagor for the cost of restoring and repairing the Mortgaged Property to the equivalent of its original condition or to a condition approved by Lender (the "Restoration"), or (2) apply the balance of such proceeds to the payment of the Indebtedness, whether or not then due, in whole or in part. To the extent Lender determines to apply insurance proceeds to the Restoration, Lender shall do so in accordance with Lender's then-current policies relating to the restoration of casualty damage on similar properties.

(f) If the Mortgaged Property is sold at a foreclosure sale or Lender acquires title to the Mortgaged Property, Lender shall automatically succeed to all rights of Mortgagor in and to any insurance policies and unearned insurance premiums and in and to the proceeds resulting from any damage to the Mortgaged Property prior to such sale or acquisition to the extent such policies, premiums and proceeds are transferable.

16. Condemnation.

(a) Mortgagor shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect ("Condemnation"). Mortgagor shall appear in and prosecute or defend any action or proceeding relating to Condemnation unless otherwise directed by Lender in writing. However, nothing contained in this Section shall require Lender to incur any expense or take any action. Mortgagor hereby transfers and assigns to Lender all right, title and interest of Mortgagor in and to any award or payment with respect to (i) Condemnation, or any conveyance in lieu of Condemnation, and (ii) any damage to the Mortgaged Property caused by governmental action that does not result in Condemnation.

(b) Lender may apply such awards or proceeds, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to the restoration or repair of the Mortgaged Property or to the payment of the Indebtedness, in whole or in part, with the balance, if any, to Mortgagor. Unless Lender otherwise agrees in writing, any application of any awards or proceeds to the Indebtedness shall not extend or postpone the due date of any monthly installments referred to in the Note, or change the amount of such installments. Mortgagor agrees to execute such further evidence of assignment of any awards or proceeds as Lender may require.

17. Transfers of the Mortgaged Property or Interests in Mortgagor.

(a) The occurrence of any of the following events shall constitute an Event of Default under this Instrument:

(1) a Transfer of all or any part of the Mortgaged Property or any interest in the Mortgaged Property;

(2) a Transfer of a Controlling Interest in Borrower;

(3) a Transfer of a Controlling Interest in any entity which owns, directly or indirectly through one or more intermediate entities, a Controlling Interest in Borrower; and/or

(4) a conversion of Borrower from one type of legal entity into another type of legal entity, whether or not there is a Transfer.

Lender shall not be required to demonstrate any actual impairment of its security or any increased risk of default in order to exercise any of its remedies with respect to an Event of Default under this Section.

(b) The occurrence of any of the following events shall not constitute an Event of Default under this Instrument, notwithstanding any provision of Section 17(a) to the contrary:

(1) a Transfer to which Lender has consented;

(2) a Transfer that occurs by devise, descent, or by operation of law upon the death of a natural person;

(3) a Transfer of obsolete or worn out Personalty or Fixtures that are contemporaneously replaced by items of equal or better function and quality, which are free of liens, encumbrances and security interests other than those created by the Loan Documents or consented to by Lender;

(4) the grant of an easement, if before the grant Lender determines that the easement will not materially affect the operation or value of the Mortgaged Property or Lender's interest in the Mortgaged Property, and Mortgagor pays to Lender, upon demand, all costs and expenses incurred by Lender in connection with reviewing Mortgagor's request; and

(5) the creation of a tax lien, which has been assessed but not yet delinquent, or a mechanic's, materialman's or judgment lien against the Mortgaged Property which is bonded off, released of record or otherwise remedied to Lender's satisfaction within thirty (30) days of the date of creation.

18. Events of Default.

The occurrence of any one or more of the following shall constitute an Event of Default under this Instrument:

(a) any failure by Mortgagor to pay or deposit when due any amount required by the Note, this Instrument or any other Loan Document after the giving of any required notice and expiration of any applicable cure period;

(b) any failure by Mortgagor to maintain the insurance coverage required by Section 15;

(c) fraud or material misrepresentation or material omission by Mortgagor, or any of its officers, directors, or any guarantor in connection with (A) the application for or creation of the Indebtedness, (B) any financial statement, rent roll, or other report or information provided to Lender during the term of the Indebtedness, or (C) any request for Lender's consent to any proposed action or (D) otherwise contained in any Loan Document;

(d) any Event of Default under Section 17;

(e) the commencement of a forfeiture action or proceeding, whether civil or criminal, which, in Lender's reasonable judgment, could result in a forfeiture of the Mortgaged Property or otherwise materially impair the lien created by this Instrument or Lender's interest in the Mortgaged Property;

(f) any failure by Mortgagor to perform any of its obligations under this Instrument (other than those specified in Sections 18(a) through (f)), as and when required, which continues for a period of thirty (30) days after notice of such failure by Lender to Mortgagor, but no such notice or grace period shall apply in the case of any such failure which could, in Lender's judgment, absent immediate exercise by Lender of a right or remedy under this Instrument, result in harm to Lender, impairment of the Note or this Instrument or any other security given under any other Loan Document;

(g) any failure by Mortgagor to perform any of its obligations as and when required under any Loan Document other than this Instrument which continues beyond the applicable grace and cure periods, if any, specified in that Loan Document; and

(h) any exercise by the holder of any other debt instrument secured by a mortgage, deed of trust or deed to secure debt on the Mortgaged Property of a right to declare all amounts due under that debt instrument immediately due and payable.

19. Remedies Cumulative.

Each right and remedy provided in this Instrument is distinct from all other rights or remedies under this Instrument or any other Loan Document or afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order.

20. Forbearance.

(a) Lender may (but shall not be obligated to) agree with Mortgagor, from time to time, and without giving notice to, or obtaining the consent of, or having any effect upon the obligations of, any guarantor or other third party obligor, to take any of the following actions: extend the time for payment of all or any part of the Indebtedness; reduce the payments due under this Instrument, the Note, or any other Loan Document; release anyone liable for the payment of any

amounts under this Instrument, the Note, or any other Loan Document; accept a renewal of the Note; modify the terms and time of payment of the Indebtedness; join in any extension or subordination agreement; release any Mortgaged Property; take or release other or additional security; modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable under the Note; and otherwise modify this Instrument, the Note, or any other Loan Document.

(b) Any forbearance by Lender in exercising any right or remedy under the Note, this Instrument, or any other Loan Document or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any other right or remedy. The acceptance by Lender of payment of all or any part of the Indebtedness after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all other payments on account of the Indebtedness or to exercise any remedies for any failure to make prompt payment. Enforcement by Lender of any security for the Indebtedness shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right available to Lender. Lender's receipt of any awards or proceeds under Sections 15 and 16 shall not operate to cure or waive any Event of Default.

21. Loan Charges.

If any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor is interpreted so that any charge provided for in any Loan Document, whether considered separately or together with other charges levied in connection with any other Loan Document, violates that law, and Mortgagor is entitled to the benefit of that law, that charge is hereby reduced to the extent necessary to eliminate that violation. The amounts, if any, previously paid to Lender in excess of the permitted amounts shall be applied by Lender to reduce the principal of the Indebtedness. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor has been violated, all Indebtedness which constitutes interest, as well as all other charges levied in connection with the Indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of the Note.

22. Waiver of Statute of Limitations.

Mortgagor hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce any Loan Document.

23. Waiver of Marshalling.

Notwithstanding the existence of any other security interests in the Mortgaged Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided in this Instrument, the Note, any other Loan Document or applicable law. Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Mortgagor and any party who now or in the future acquires a security interest in the Mortgaged Property and who has actual or constructive notice of this

Instrument waives any and all right to require the marshalling of assets or to require that any of the Mortgaged Property be sold in the inverse order of alienation or that any of the Mortgaged Property be sold in parcels or as an entirety in connection with the exercise of any of the remedies permitted by applicable law or provided in this Instrument.

24. Further Assurances.

Mortgagor shall execute, acknowledge, and deliver, at its sole cost and expense, all further acts, deeds, conveyances, assignments, estoppel certificates, financing statements, transfers and assurances as Lender may require from time to time in order to better assure, grant, and convey to Lender the rights intended to be granted, now or in the future, to Lender under this Instrument and the Loan Documents.

25. Governing Law; Consent to Jurisdiction and Venue.

To the extent permitted by Ohio law:

- (a) this Instrument shall be governed by the laws of the State of Oklahoma;
- (b) Mortgagor agrees that any controversy arising under or in relation to this Instrument shall be litigated exclusively in the state and/or federal courts located within Oklahoma City, Oklahoma;
- (c) The state and federal courts and authorities in the State of Oklahoma shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Instrument; and
- (d) Mortgagor irrevocably consents to service, jurisdiction, and venue of the state and/or federal courts located within Oklahoma City, Oklahoma.

Notwithstanding the foregoing, any litigation regarding this Instrument which is required to be brought within the State of Ohio pursuant to the laws of the State of Ohio (the "Ohio Litigation") shall be litigated exclusively in the County of Cuyahoga, State of Ohio. The state and federal courts and authorities in the State of Ohio shall have exclusive jurisdiction over the Ohio Litigation. Mortgagor irrevocably consents to service, jurisdiction, and venue of such courts for such Ohio Litigation.

26. Notice.

- (a) All notices, demands and other communications ("notice") under or concerning this Instrument shall be in writing. Each notice shall be addressed as follows: if to Lender: American Business Finance LLC, 5400 N. Grand Boulevard, Suite 510, Oklahoma City, Oklahoma 73112, with a copy to Norman A. Zable, Esq., 5757 Alpha Road, Suite 504, Dallas, Texas 75240, if to Mortgagor: to North Coast Developers, Inc., 2801 Grand Avenue, Cleveland, Ohio 44104, with a copy to Frank Nagorney, Esq., Cowden, Humphrey, Nagorney & Lovett Co., LPA, Terminal Tower, Suite 1440, 50 Public Square, Cleveland, Ohio 44113. Each notice shall be deemed given on the earliest to occur of (1) the date when the notice is received by the addressee; (2) the first

Business Day (hereinafter defined) after the notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery; or (3) the third Business Day after the notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. As used in this Section, the term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.

(b) Any party to this Instrument may change the address to which notices intended for it are to be directed by means of notice given to the other party in accordance with this Section. Each party agrees that it will not refuse or reject delivery of any notice given in accordance with this Section, that it will acknowledge, in writing, the receipt of any notice upon request by the other party and that any notice rejected or refused by it shall be deemed for purposes of this Section to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

(c) Any notice under the Note and any other Loan Document which does not specify how notices are to be given shall be given in accordance with this Section.

27. Successors and Assigns Bound.

This Instrument shall bind, and the rights granted by this Instrument shall inure to the parties and their respective successors and assigns, their heirs, beneficiaries and executors.

28. Severability; Amendments.

The invalidity or unenforceability of any provision of this Instrument shall not affect the validity or enforceability of any other provision, and all other provisions shall remain in full force and effect. This Instrument contains the entire agreement among the parties as to the rights granted and the obligations assumed in this Instrument. This Instrument may not be amended or modified except by a writing signed by the party against whom enforcement is sought.

29. Construction.

The captions and headings of the sections of this Instrument are for convenience only and shall be disregarded in construing this Instrument. Any reference in this Instrument to an "Exhibit" or a "Section" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit attached to this Instrument or to a Section of this Instrument. All Exhibits attached to or referred to in this Instrument are incorporated by reference into this Instrument. Any reference in this Instrument to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time. Use of the singular in this Instrument includes the plural and use of the plural includes the singular. As used in this Instrument, the term "including" means "including, but not limited to."

30. Acceleration; Remedies; Waiver of Permissive Counterclaims.

At any time during the existence of an Event of Default, Lender, at Lender's option, may declare the Indebtedness to be immediately due and payable without further demand, and is

authorized, either with or without entry or taking possession as hereinabove provided or otherwise, to proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to (a) commence foreclosure proceedings against the Mortgaged Property through judicial proceedings or by advertisement, at the option of Lender, and to sell, as an entirety or in separate lots, units or parcels, the Mortgaged Property, at public auction pursuant to law or under the judgment or decree of a court or courts of competent jurisdiction; and (b) pursue any other remedy available to it, all as Lender shall deem most effectual for such purposes. Lender shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Lender may determine. Mortgagor waives all rights to a hearing prior to the sale in connection with any foreclosure of the Mortgage by statute and all notice requirements except as set forth in any applicable state statute providing for foreclosure by advertisement. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including attorneys' fees, costs of documentary evidence, abstracts and title reports. Mortgagor waives any and all rights to file or pursue counterclaims, other than those deemed compulsory under any applicable statute or law, in connection with any legal action brought by Lender under this Instrument, the Note or any other Loan Document.

31. Waiver of Trial by Jury.

MORTGAGOR AND LENDER EACH (A) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS MORTGAGOR AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Mortgagor has signed and delivered this Instrument or has caused this Instrument to be signed and delivered by its duly authorized representative.

NORTH COAST DEVELOPERS, INC.,
an Ohio corporation

By: _____

Its: _____

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS.

BEFORE ME, a Notary Public in and for said County and State, personally appeared DAVID L HARPER, the VICE PRESIDENT, of NORTH COAST DEVELOPERS, INC., an Ohio corporation, who acknowledged to hold the title set forth in the instrument, that he/she signed the instrument on behalf of the corporation by proper authority, and the instrument was the act of the corporation for the purpose therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 7 day of May, 2004.


NOTARY PUBLIC

FRANK P. NAGORNEY, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

Prepared by:
Deborah D. Zielinski, Esq.
Buckley King LPA
1400 Bank One Center
600 Superior Avenue, East
Cleveland, Ohio 44114

EXHIBIT A

Parcel No.: 126-21-001

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being a part of Original Newburgh Township Lots Nos. 423 and 424 and also that part of Grand Avenue vacated by Ordinance no. 1437-80 as shown by Vacation Plat in Volume 226, Page 128 of Cuyahoga County Records and bounded and described as follows: Beginning at the point of intersection of the center line of Tennyson Road, S.E., 50 feet in width, whose bearing is assumed as North and South, with the center line of Everts Avenue, S.E., 40 feet in width as said Everts Avenue, S.E. is established West of Tennyson Road, S.E.; thence from said place of beginning South along the Southerly prolongation of the center line of said Tennyson Road, S.E., a distance of 20.00 feet to the Southerly line of said Everts Avenue, S.E., and the principal place of beginning of the premises herein intended to be described; Course No. 1: Thence due South along the Southerly prolongation of said center line of Tennyson Road, S.E., a distance of 325.01 feet to an angle; Course No. 2: Thence North 89 degrees 58' 00" East 13.64 feet to a Northwesterly corner of land conveyed to Cleveland Industrial Development Corporation by deed dated January 7, 1960 and recorded in Volume 9790, Page 660 of Cuyahoga County Records; Course No. 3: Thence South 0 degrees 03' 00" West along a Westerly line of land so conveyed to Cleveland Industrial Development Corporation a distance of 357.89 feet to an angle; Course No. 4: Thence due East along a Southerly line of land so conveyed to Cleveland Industrial Development Corporation 64.27 feet to an angle; Course No. 5: Thence South 00 degrees 00' 05" West along a Westerly line of land so conveyed to Cleveland Industrial Development Corporation, 187.91 feet to the Southwest corner thereof; Course No. 6: Thence Northwesterly along the curved Northwesterly right-of-way of the Penn Central Railroad Company a distance of 350.46 feet to a point of tangency in said right-of-way line, said curved line having a radius of 1981.53 feet and a chord which bears North 65 deg. 58' 25" West a distance of 350.01 feet; Course No. 7: Thence Northwesterly along the Northerly right-of-way line of the Penn Central Railroad Company about 86.20 feet to the center line of vacated Grand Avenue, formerly 50 feet wide; Course No. 8: Thence Northeasterly and Northerly along the center line of said vacated Grand Avenue to its intersection with the Easterly prolongation of the Southerly line of Everts Avenue; Course No. 9: Thence Easterly along said prolongation to the Easterly line of Grand Avenue; Course No. 10: thence North 0 degrees 01' 00" East along the Easterly line of Grand Avenue, S.E., to its intersection with the Southerly line of aforementioned Everts Avenue, S.E.; Course No. 11: Thence South 89 degrees 59' 00" East along the Southerly line of Everts Avenue, S.E., 275.09 feet to the principal place of beginning, be the same more or less, but subject to all legal highways.

Also subject to zoning ordinances.

EXHIBIT A (CONTINUED)

Parcel No.: 126-21-002

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

and known as being a part of Block A in the Eberhard mfg. Co. Re- Subdivision of part of Original Newburgh Township Lots No. 423 and 424 as shown by the recorded plat in Volume 41 of Maps, page 5 of Cuyahoga County Records, and bounded and described as follows: Beginning in the Southerly line of Everts Avenue S.E. 40 feet in width, at the Northwestern corner of land conveyed by the Eastern Malleable Iron Co., to the City of Cleveland by deed dated April 30, 1946 and recorded in Volume 6078, page 612 of Cuyahoga County Records;

Course No. 1: Thence South $00^{\circ} 02' 30''$ East along the Westerly line of land so conveyed to the City of Cleveland and along its prolongation Southerly a distance of 325.13 feet to the point of intersection of Course No. 5 with Course No. 4 in Easement No. 5 of Easement Agreement by the Eastern Malleable Iron Co. and Cleveland Industrial Development corp., dated January 7, 1960 and recorded in Volume 9799, page 664 of Cuyahoga County Deed Records; Course 2: Thence South $89^{\circ} 58' 00''$ West along said course No. 4 in aforementioned Easement No. 5, a distance of 97.04 feet to its intersection with a line drawn parallel to and distant 20.00 feet East by rectangular measurement from an East line conveyed to Mid-West Material, Inc. Employees Profit Sharing Trust by deed dated March 3, 1965 and recorded in Volume 11640, page 237 of Cuyahoga County Records; Course No. 3: thence due North along said parallel line and North prolongation thereof 326.19 feet to a point in the aforementioned Southerly line of Everts Ave S.E., a distance of 96.80 feet to the place of beginning, according to the survey of Garrett and Associates, Inc., Registered Engineers and Surveyors, be the same more or less, but subject to all legal highways. Also subject to zoning ordinances, if any.

EXHIBIT A (CONTINUED)

Parcel No.: 126-21-004

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being part of Block A in The Eberhard Manufacturing Company Re-Subdivision of part of Original One Hundred Acre Lots Nos. 423 and 424, as shown by the recorded plat in Volume 42 of Maps, Page 5 of Cuyahoga County Records, together with a part of East 89th Street and Exchange Road, S.E., vacated by Ordinance No. 34716 passed by the Council of the City of Cleveland, December 20, 1913 and collectively forming a parcel of land bounded and described as follows: Beginning on the Westerly line of East 90th Street (50.42 feet wide) at the Southeastern corner of a parcel of land conveyed to Martin Spiegel by deed dated August 16, 1960 and recorded in Volume 9996, Page 206 of Cuyahoga County Records; thence South 00 degrees 08' 35" East along the Southerly line of East 90th Street, a distance of 35.88 feet to an angle therein; thence South 00 degrees 36' 15" East continuing along said Westerly line of East 90th Street, a distance of 11 feet to the Northeastern corner of a parcel of land conveyed to Henrietta Koppelman, by Koppelman and Bernice Dolin, Trustees, by deed dated March 3, 1961 and recorded in Volume 10133, Page 384 of Cuyahoga County Records; thence South 89 degrees 23' 22" West along the Northerly line of land so conveyed, a distance of 62.35 feet to an angle therein; thence continuing along the Northwestern line of land so conveyed South 47 degrees 24' 45" West a distance of 144 feet to the Northeastern line of a parcel of land conveyed to Allan D. Forbes by deed dated May 14, 1964 and recorded in Volume 11144, Page 327 of Cuyahoga County Records; thence North 42 degrees 25' 15" West along the Northeastern line of land conveyed to Allan D. Forbes a distance of 20 feet to the most Northerly corner thereof; thence South 47 degrees 24' 45" West along the Northwestern line of land conveyed to Allan D. Forbes, an last aforesaid, 204.74 feet to an angle therein; thence South 02 degrees 03' 15" East along the Westerly line of land so conveyed, 49.54 feet to an angle; thence South 29 degrees 10' 28" East along the Southwestern line of land so conveyed, a distance of 16.95 feet to a point on the Northeastern line of The Cleveland Pittsburgh Railroad Company's Right of Way (100 feet wide); thence Northwesternly along said Northeastern Right of Way, being along the arc of a curve deflecting to the left, a distance of 316.77 feet to a point, said curved line having a radius of 1981.83 feet and a chord distance of 316.25 feet; thence North 00 degrees 00' 05" East and along the middle line of a passage between two brick buildings a distance of 187.91 feet to a point; thence West and along the middle line of passage between two brick buildings and the Westerly prolongation thereof, a distance of 64.27 feet to a point; thence North 00 degrees 03' 00" East along the middle line of an area lying between two brick buildings Easterly and two brick buildings Westerly thereof, a distance of 357.89 feet; thence North 89 degrees 28' 00" East, 10 feet to the Northwestern corner of a second parcel of land conveyed to Mar-T-Kell Co., by deed

EXHIBIT A (CONTINUED)

Parcel No.: 126-21-004

(Continued)

dated February 17, 1969 and recorded in Volume 12510, Page 669 of Cuyahoga County Records; thence South 00 degrees 03' 08" West, along the Westerly line of land so conveyed, 100.48 feet to the Southwesterly corner thereof; thence North 89 degrees 58' 00" East along the Southerly line of land so conveyed, 302.88 feet to the Northwesterly corner of land conveyed to Mid-West Materials, Inc., by deed dated June 18, 1969 and recorded in Volume 12532, Page 799 of Cuyahoga County Records; thence South 00 degrees 08' 15" East along the Westerly line of land so conveyed, 468.41 feet to the Southwesterly corner thereof; thence North 89 degrees 51' 45" East along the Southerly line of land so conveyed, 68.41 feet to an angle therein; thence North 47 degrees 24' 45" East along the Southeastery line of land conveyed to Allan D. Forbes by deed recorded in Volume 11961, Page 281 of Cuyahoga County Records, 55.40 feet to a point of curve; thence Northeastery along the Southeastery line of land so conveyed to Allan D. Forbes, 36.39 feet along the arc of a curve deflecting to the right, said curve having a radius of 232.92 feet and a chord which bears North 52 degrees 03' 15" East, 36.35 feet to a point of reverse curve; thence Northwestery along the Easterly boundary line of land so conveyed to Allan D. Forbes, 27.58 feet along the arc of a curve deflecting to the left, said curve having a radius of 20 feet and a chord which bears North 17 degrees 01' 35" East, 25.44 feet to a point of tangent; thence along the Easterly and Northerly boundary line of land so conveyed to Allan D. Forbes and following courses and distances; North 22 degrees 28' 35" West, 66.87 feet to an angle; North 00 degrees 06' 20" West, 75.02 feet to a point of curve; Northwestery 52.85 feet along the arc of a curve deflecting to the left, said curve having a radius of 40 feet and a chord which bears North 45 degrees 07' 17" West, 56.58 feet to a point of tangent; South 89 degrees 51' 45" West, 29.53 feet to the Northwestery corner of land so conveyed to Allan D. Forbes; thence North 00 degrees 18' 15" West, 22 feet to an inner corner of land conveyed to Mid-West Materials, Inc., as aforesaid; thence North 89 degrees 51' 45" East along the Southerly line of land so conveyed 50 feet to an angle therein; thence South 73 degrees 34' 16" East along the Southerly line of land so conveyed, 9.32 feet to an exterior corner of land so conveyed; thence North 00 degrees 06' 20" West along the Easterly line of land so conveyed, to a Southwesterly corner of land conveyed to Martin Spiegel as first aforesaid; thence North 89 degrees 53' 40" East along a Southerly line of land so conveyed to Martin Spiegel, 42.62 feet to an angle therein; thence South 00 degrees 06' 20" East along a Westerly line of land so conveyed, 145.81 feet to an angle therein; thence North 89 degrees 51' 23" East along the Southerly line of land so conveyed to Martin Spiegel, 142.89 feet to the place of beginning, be the same more or less, but subject to all legal highways. Also subject to zoning ordinances.

20
Dean

068599

Form 14 Revised Prescribed by the Department of Taxation of Ohio

Darton Legal Blank Co. 16142

Auditor's Deed
(FORFEITED LAND SALE)

VOL. 95-06356 PAGE 24

KNOW ALL MEN BY THESE PRESENTS: That whereas, the Real Estate hereinafter described, having become and being delinquent for non-payment of taxes, assessments, penalties, interest and costs, was forfeited to the State of Ohio, as will fully appear by the records of the Court of Common Pleas and of the County Auditor of CUYAHOGA County, Ohio; and

WHEREAS, said County Auditor, after the lapse of time as provided by law caused notice of the sale of said forfeited land to be advertised once a week for two consecutive weeks prior to the date fixed by law, on the 5th day of JULY 19 95 and on the 12th day of JULY 19 95, attended at the Court House of said county and from day to day offered said Real Estate for sale at public auction, to the highest bidder, in manner and form provided by law;

THEREUPON, on the 19TH day of JULY 1995
NORTH COAST DEVELOPERS INC. bid for said Real Estate the sum of
ONE THOUSAND FIVE HUNDRED AND no/100—Dollars, which sum
being the highest bid offered and the best price obtainable, the County Auditor, acting as agent
of the State of Ohio, then and there sold said Real Estate to the said

NORTH COAST DEVELOPERS INC. for said sum, and
thereupon gave to said purchaser a Certificate of Sale, as required by law, which Certificate of
Sale has been produced or returned to the said County Auditor;

NOW THEREFORE, I, TIM McCORMACK as County Auditor of
CUYAHOGA County, Ohio, acting as agent of the State of Ohio, in con-
sideration of the premises and the payment of the sum of ONE THOUSAND FIVE HUNDRED AND
no/100—Dollars, and the additional sum of Five Dollars,
as provided by law, do hereby GRANT, BARGAIN, SELL and CONVEY unto the said

NORTH COAST DEVELOPERS INC. , THIR heirs
and assigns forever, the Real Estate sold as aforesaid and situated in the CITY
of CLEVELAND, County of CUYAHOGA and State of Ohio
and bounded and described as follows:

P.P. # 126-21-002
and known as being a part of Block A in the Eberhard mfg. Co. Re- Subdi-
vision of part of Original Newburgh Township Lots No. 423 and 424 as shown
by the recorded plat in Volume 42 of Maps, page 5 of Cuyahoga County Records,
and bounded and described as follows: Beginning in the southerly line of Evarts
Avenue S.E. 40 feet in width, at the northwesterly corner of land conveyed
by the Eastern Malleable Iron Co., to the City of Cleveland by deed dated
April 30, 1946 and recorded in Volume 6078, page 612 of Cuyahoga County
Records;

Course No. 1: Thence South 00° 02' 30" East along the Westerly line of land so conveyed to the City of Cleveland and along its prolongation Southerly a distance of 326.13 feet to the point of intersection of Course No. 5 with Course No. 4 in Easement No. 5 of Easement Agreement by the Eastern Malleable Iron Co. and Cleveland Industrial Development corp., dated January 7, 1960 and recorded in Volume 9790, page 664 of Cuyahoga County Deed Records; Course 2: Thence South 89° 58' 00" West along said course No. 4 in aforementioned Easement No. 5, a distance of 97.04 feet to its intersection with a line drawn parallel to and distant 20.00 feet East by rectangular measurement from an East line conveyed to Mid-West Material, Inc. Employees Profit Sharing Trust by deed dated March 5, 1965 and recorded in Volume 11640, page 237 of Cuyahoga County Records; Course No. 3: thence due North along said parallel line and North prolongation thereof 326.19 feet to a point in the aforementioned Southerly line of Everts Ave S.E., a distance of 96.80 feet to the place of beginning, according to the survey of Garrett and Associates, Inc., Registered Engineers and Surveyors, be the same more or less, but subject to all legal highways. Also subject to zoning ordinances, if any.

PARCEL NO. 126-A1-002
CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 O.R.C.
PAID

AUG 04 1995

Conveyance Fee 2 Receipt No. 16570
TYPE AS APMS LENGTH YES NO
J. TIMOTHY MCCORMACK, Cuyahoga County Auditor By [Signature] Deputy

J. Timothy McCormack
COUNTY AUDITOR

THOMAS J. NEFF, P.E., P.S.
COUNTY ENGINEER TAX MAP DIVISION
LEGAL DESCRIPTION APPROVED FOR TRANSFER *[Signature]*

Auditor's Deed
(FORFEITED LAND SALE)

From

TIM MCCORMACK

County Auditor of **CUYAHOGA** County,
Ohio and Agent of the State of Ohio
To

NORTH COAST DEVELOPERS INC.

Received 19
at o'clock M.
Recorded 19
in County
Record of Deeds, Vol. Page
County Recorder
Recorder's Fee - - - - \$

TRANSFERRED

19

County Auditor

VOL. 95-06356 PAGE 23

RECORDED THIS DATE
FRANK RUSSO
CUYAHOGA CO. RECORDER

95 AUG -4 AM 11:34

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said **NORTH COAST DEVELOPERS INC.**

T. H. KIR heirs and assigns forever.

IN WITNESS WHEREOF, I **TIM MCGERNACK**, County Auditor of **CUYAHOGA** County, Ohio, acting as agent of the State of Ohio, have hereunto set my hand, this **3RD** day of **AUGUST** 19**95**

Joseph M. Gervais
DEPUTY County Auditor
of **CUYAHOGA** County, Ohio
Acting as Agent of the State of Ohio.

Signed and acknowledged in presence of

Susan M. Gervais
Terri Gervais

The State of Ohio, **CUYAHOGA** County, ss.

BE IT REMEMBERED, that on this **3RD** day of **August** 19**95**, before me, the subscriber, a **NOTARY PUBLIC** in and for said County, personally came the above named **TIM MCGERNACK**, as County Auditor of **CUYAHOGA** County, Ohio, acting as agent of the State of Ohio, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed, as such County Auditor and agent of the State of Ohio, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Susan Marsha Klush

SUSAN MARSHA KLUSH
Notary Public, State of Ohio, Cos. Co.
My Commission Expires Feb. 1, 1996

This instrument was prepared by **CUYAHOGA COUNTY AUDITOR'S OFFICE**

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being a part of Original Newburgh Township Lots Nos. 423 and 424 and also that part of Grand Avenue vacated by Ordinance no. 1437-80 as shown by Vacation Plat in Volume 226, Page 128 of Cuyahoga County Records and bounded and described as follows: Beginning at the point of intersection of the center line of Tennyson Road, S.E., 50 feet in width, whose bearing is assumed as North and South, with the center line of Everts Avenue, S.E., 40 feet in width as said Everts Avenue, S.E. is established West of Tennyson Road, S.E.; thence from said place of beginning South along the Southerly prolongation of the center line of said Tennyson Road, S.E., a distance of 20.00 feet to the Southerly line of said Everts Avenue, S.E., and the principal place of beginning of the premises herein intended to be described; Course No. 1: Thence due South along the Southerly prolongation of said center line of Tennyson Road, S.E., a distance of 325.01 feet to an angle; Course No. 2: Thence North 89 degrees 58' 00" East 13.64 feet to a Northwesterly corner of land conveyed to Cleveland Industrial Development Corporation by deed dated January 7, 1960 and recorded in Volume 9790, Page 660 of Cuyahoga County Records; Course No. 3: Thence South 0 degrees 03' 00" West along a Westerly line of land so conveyed to Cleveland Industrial Development Corporation a distance of 357.89 feet to an angle; Course No. 4: Thence due East along a Southerly line of land so conveyed to Cleveland Industrial Development Corporation 64.27 feet to an angle; Course No. 5: Thence South 00 degrees 00' 05" West along a Westerly line of land so conveyed to Cleveland Industrial Development Corporation, 187.91 feet to the Southwesterly corner thereof; Course No. 6: Thence Northwesterly along the curved Northeastly right-of-way of the Penn Central Railroad Company a distance of 350.46 feet to a point of tangency in said right-of-way line, said curved line having a radius of 1981.53 feet and a chord which bears North 65 deg. 58' 25" West a distance of 350.01 feet; Course No. 7: Thence Northwesterly along the Northerly right-of-way line of the Penn Central Railroad Company about 86.20 feet to the center line of vacated Grand Avenue, formerly 50 feet wide; Course No. 8: Thence Northeastly and Northerly along the center line of said vacated Grand Avenue to its intersection with the Easterly prolongation of the Southerly line of Everts Avenue; Course No. 9: Thence Easterly along said prolongation to the Easterly line of Grand Avenue; Course No. 10: Thence North 0 degrees 01' 00" East along the Easterly line of Grand Avenue, S.E., to its intersection with the Southerly line of aforementioned Everts Avenue, S.E.; Course No. 11: Thence South 89 degrees 59' 00" East along the Southerly line of Everts Avenue, S.E., 275.09 feet to the principal place of beginning, be the same more or less, but subject to all legal highways.

Also subject to zoning ordinances.

PARCEL NO. 126-21-001
CONVEYANCE IS IN COMPLIANCE WITH SEC. 316.02 O.R.C.
PAID

AUG 04 1995

Conveyance Fee 0 Receipt No. 10518
TYPE ARMED YES
J. THOMAS MCCORMACK, County Auditor

J. Thomas Neff
COUN.

THOMAS J. NEFF, F.P.S.
COUNTY ENGINEER
LEGAL RESIDENT

068598

Auditor's Deed

(FORFEITED LAND SALE)

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KNOW ALL MEN BY THESE PRESENTS: That whereas, the Real Estate hereinafter described, having become and being delinquent for non-payment of taxes, assessments, penalties, interest and costs, was forfeited to the State of Ohio, as will fully appear by the records of the Court of Common Pleas and of the County Auditor of CUYAHOGA County, Ohio; and

WHEREAS, said County Auditor, after the lapse of time as provided by law caused notice of the sale of said forfeited land to be advertised once a week for two consecutive weeks prior to the date fixed by law, on the 5th day of July 1995 and on the 12th day of July 19 95, attended at the Court House of said county and from day to day offered said Real Estate for sale at public auction, to the highest bidder, in manner and form provided by law;

THEREUPON, on the 19th day of July 19 95

bid for said Real Estate the sum of

Dollars, which sum

being the highest bid offered and the best price obtainable, the County Auditor, acting as agent of the State of Ohio, then and there sold said Real Estate to the said

NORTH COAST DEVELOPERS INC.

for said sum, and

thereupon gave to said purchaser a Certificate of Sale, as required by law, which Certificate of Sale has been produced or returned to the said County Auditor;

NOW THEREFORE, I, TIM MCCORMACK as County Auditor of

CUYAHOGA

County, Ohio, acting as agent of the State of Ohio, in con-

sideration of the premises and the payment of the sum of TWO THOUSAND AND NO/100

Dollars, and the additional sum of Five Dollars,

as provided by law, do hereby GRANT, BARGAIN, SELL and CONVEY unto the said

NORTH COAST DEVELOPERS INC.

, T.h.e.i.r heirs

and assigns forever, the Real Estate sold as aforesaid and situated in the CITY

of CLEVELAND, County of CUYAHOGA and State of Ohio

and bounded and described as follows:

P.P.# 126-21-001

(OVER)

Auditor's Deeds
(FORFEITED LAND SALE)

From
TIM MCCORMACK

County Auditor of CUYAHOGA County,
Ohio and Agent of the State of Ohio
To

NORTH COAST DEVELOPERS INC.

Received 19
at o'clock M.
Recorded 19
in CUYAHOGA County
Record of Deeds, Vol. Page
CUYAHOGA County Recorder
Recorder's Fee - - - \$

TRANSFERRED

CUYAHOGA County Auditor
..... 19

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RECORDED 1945 DATE
FRANK RUSSO
CUYAHOGA CO. RECORDER

95 AUG -4 AM 11:34

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said NORTH COAST DEVELOPERS INC.

T h KIR heirs and assigns forever.

IN WITNESS WHEREOF, I TIM MCCORMACK, County Auditor
of CUYAHOGA County, Ohio, acting as agent of the State of Ohio, have
hereunto set my hand, this 3rd day of AUGUST 19 95

Joseph A. Howard
DEPUTY County Auditor
of CUYAHOGA County, Ohio
Acting as Agent of the State of Ohio.

Signed and acknowledged in presence of
William M. Shust
Jerry Kain

The State of Ohio, CUYAHOGA County, ss.

BE IT REMEMBERED, that on this 3rd day of August 1995,
before me, the subscriber, a NOTARY PUBLIC in and for said
County, personally came the above named TIM MCCORMACK
as County Auditor of CUYAHOGA County, Ohio, acting as agent of the State
of Ohio, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his
voluntary act and deed, as such County Auditor and agent of the State of Ohio, for the uses and
purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Susan Marsha Klush

SUSAN MARSHA KLUSH
Notary Public, State of Ohio, Cuy. Co.
My Commission Expires Feb. 2, 1996